CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
May 13, 2025 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

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

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

OPENING ITEMS

1. Invocation – Dr. Darin Wood, First Baptist Church Midland

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation by the Strategic Communications Office regarding the Midland 101 Graduation

   3b. Presentation of a Community Recognition related to local athletic achievement

   3c. Presentation by Chief Information Officer Gorgees Eskander regarding Cybersecurity

   3d. Presentation on Midland Debt Summary by Christy Weakland, Director of Finance

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. REGULAR SESSSION OF APRIL 22, 2025

   4b. SPECIAL SESSION OF APRIL 24, 2025

5. 2025-063 – RESOLUTION APPROVING THE PURCHASE OF EIGHT (8) CAB AND CHASSIS TRUCKS WITH KANN 29-YARD REFUSE TRUCK BODIES FROM BDR PREFERRED HOLDINGS LLC DBA ROBERTS TRUCK CENTER, THROUGH

SOURCEWELL, FOR A TOTAL COST OF $2,301,088.51 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

6. 2025-064 – RESOLUTION APPROVING THE PURCHASE OF TWO (2) 14-TO-16-YARD DUMP BODY TRUCKS FROM BRUCKNER'S TRUCK SALES, INC., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF $411,804.00 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

7. 2025-065 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH UNIQUE DIGITAL TECHNOLOGY, LLC, A CONVERGE COMPANY THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR THE PURCHASE AND INSTALLATION OF A RUBRIK BACKUP SOLUTION FOR A TOTAL COST OF $474,358.44; AND APPROPRIATING FUNDS **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

8. 2025-066 – RESOLUTION AWARDING A CONTRACT TO DOWTECH SPECIALTY CONTRACTORS, INC., FOR THE SOLIDS HANDLING IMPROVEMENTS PROJECT FOR THE UTILITIES DEPARTMENT FOR THE AMOUNT OF $3,735,304.00; APPROVING $560,296.00 FOR CONTINGENCIES; AND APPROPRIATING AND TRANSFERRING FUNDS **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

9. 2025-067 – RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE CONTRACT FOR THE PURCHASE AND INSTALLATION OF GATEWAY COLLECTORS FOR THE CUSTOMER SERVICE DIVISION FROM CORE & MAIN LP FOR A COST OF $547,546.89; AND APPROPRIATING FUNDS **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

10. 2025-068 – RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE CONTRACT WITH UTILIS, INC., DBA ASTERRA FOR SATELLITE LEAK DETECTION SERVICES FOR THE UTILITIES DEPARTMENT FOR A TOTAL COST OF $930,000.00; AND APPROPRIATING AND TRANSFERRING FUNDS **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

11. 2025-069 – RESOLUTION APPROVING THE PURCHASE OF REPAIR SERVICES FROM WARREN POWER & MACHINERY, INC., D/B/A WARREN CAT THROUGH BUYBOARD, FOR THE REPAIR OF A CATERPILLAR MODEL 745 ARTICULATED DUMP TRUCK FOR THE SOLID WASTE DEPARTMENT FOR A TOTAL COST OF $272,163.78; AND APPROVING $13,608.22 FOR CONTINGENCIES **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

12. 041-2025 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR ON-CALL

CITYWIDE PROFESSIONAL ENGINEERING SERVICES, ARCHITECTURE SERVICES, LANDSCAPE ARCHITECTURE SERVICES, LAND SURVEYING SERVICES, REAL ESTATE APPRAISING SERVICES, PLANNING SERVICES, AND SERVICES PROVIDED IN CONNECTION THEREWITH FOR THE UTILITIES DEPARTMENT **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

13. 042-2025 – MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF SHERIFF GARY PAINTER SUBDIVISION, BEING A 236.34-ACRE TRACT OF LAND OUT OF THE EAST HALF OF SECTION 4, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST COUNTY ROAD 110 AND SOUTH COUNTY ROAD 1140) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

14. 043-2025 – MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF SOUTHWEST CROSSING, SECTION 22, BEING A PLAT OF A 27.86-ACRE TRACT OF LAND OUT OF SECTION 12, BLOCK 40, T-2-S, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF CHOLLA ROAD, APPROXIMATELY 845 FEET WEST OF ANTELOPE TRAIL) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

15. 044-2025 – MOTION AUTHORIZING THE EXECUTION OF A SUBSURFACE USE AGREEMENT BETWEEN THE CITY OF MIDLAND AND PIONEER NATURAL RESOURCES, USA, INC., REGARDING CERTAIN CITY-OWNED PROPERTY DESCRIBED AS THE SOUTH 600 FEET OF SECTION 33, BLOCK 38, AND THE SOUTH 600 FEET OF SECTION 36, BLOCK 39, T-1-N, T&P RR CO. SURVEY, MARTIN COUNTY, TEXAS **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

16. 045-2025 – MOTION AUTHORIZING THE EXECUTION OF A DISCRETIONARY SERVICE AGREEMENT WITH ONCOR ELECTRIC DELIVERY COMPANY, LLC FOR THE RELOCATION OF POLES AS PART OF THE INCIDENTAL WORK FOR THE JAL DRAW DRAINAGE PROJECT AND ALLOCATING THE AMOUNT OF $193,972.06 FROM THE FISCAL YEAR 2025 OPERATING BUDGET OF THE DRAINAGE FUND **(DISTRICT 4) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

17. 2025-070 – RESOLUTION AUTHORIZING THE ASSIGNMENT OF SEVEN (7) RIGHT-OF-WAY LICENSES TO OXYROCK OPERATING, LLC **(DISTRICT: ALL) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

18. 046-2025 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-317-001) WITH PLAINS PIPELINE, L.P., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 5 AND 8, BLOCK 38, T-1-S, T&P RR CO. SURVEY, MARTIN AND MIDLAND COUNTIES, TEXAS **(DISTRICT 1) (UTILITIES) (PROVIDE**

SOUND GOVERNANCE & FISCAL MANAGEMENT)

19. 047-2025 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-327-002) WITH PLAINS PIPELINE, L.P., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 44, BLOCK 38, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS. **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

20. 048-2025 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-329-014) BETWEEN THE CITY OF MIDLAND AND MID-STATES OPERATING CO. REGARDING CITY OWNED PROPERTY DESCRIBED AS SECTIONS 4, 5, 9, AND 10, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

21. 049-2025 – MOTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THAT CERTAIN MAY 15, 1975 SURFACE LEASE AND RIGHT-OF-WAY AGREEMENT WITH MRC TORO, LLC, SUCCESSOR-IN-INTEREST TO ATLANTIC RICHFIELD COMPANY; SAID AMENDMENT PROVIDING FOR THE EXTENSION OF THE TERM FOR A PERIOD OF FOUR (4) MONTHS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

SECOND READINGS

22. 10614 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, LONE STAR BUSINESS PARK, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF MAVERICK LANE AND NORTH STATE HIGHWAY 349); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD APRIL 22, 2025) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

23. 10615 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 15.44-ACRE TRACT OF LAND OUT OF SECTION 31, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF STATE HIGHWAY 191, APPROXIMATELY 220 FEET WEST OF HOLDRIDGE 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 (FIRST READING HELD APRIL 22, 2025) **(DISTRICT 4) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

24. 10616 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF

MIDLAND TO REZONE A 0.994-ACRE TRACT OF LAND OUT OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT, IN PART, AND C, COMMERCIAL DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH MIDKIFF 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 (FIRST READING HELD APRIL 22, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

25. 10617 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 45, FAIRMONT PARK ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 450 FEET SOUTH OF HENRY KOONTZ BOULEVARD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD APRIL 22, 2025) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

26. 10619 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE EAST 50 FEET OF LOTS 10 THROUGH 12, BLOCK 61, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET APPROXIMATELY 110 FEET EAST OF SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD APRIL 22, 2025) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

27. 10620 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 6 THROUGH 9, BLOCK 121, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO MH, MANUFACTURED HOUSING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST NEW YORK AVENUE, APPROXIMATELY 70 FEET WEST OF SOUTH TERRELL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD APRIL 22, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

PUBLIC HEARINGS

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

28. 2025-071 – RESOLUTION AUTHORIZING THE AMENDMENT OF THE CITY OF MIDLAND'S 2024-2025 ACTION PLAN TO THE CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT AND HOUSING FUNDS FOR THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S FISCAL YEARS 2020-2024; AND APPROPRIATING FUNDS **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

29. 10621 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 28, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST NEW YORK AVENUE AND SOUTH STONEWALL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

30. 10622 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 16.50-ACRE TRACT OF LAND OUT OF SECTION 32, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO SF-1, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF TODD DRIVE, APPROXIMATELY 1,070 FEET NORTH OF EAST COUNTY ROAD 77); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

31. 10623 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.43-ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 1, SOUTH PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST MONTGOMERY AVENUE AND SOUTH FORT WORTH STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

32. 10624 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 8, BLOCK 28, MOODY ADDITION, CITY AND COUNTY OF

MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MADISON STREET, APPROXIMATELY 80 FEET NORTH OF EAST WALL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

33. 10625 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 48, WESTRIDGE PARK ADDITION, SECTION 55, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, OFFICE CENTER, RECREATION CENTER, AND SHOPPING CENTER TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF THOMASON DRIVE AND SOUTH LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

34. 10626 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 0.4282-ACRE TRACT OF LAND OUT OF SECTION 13, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE INTERSECTION OF SOUTH COUNTY ROAD 1232 AND WEST COUNTY ROAD 120); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

35. 10627 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 6 AND 7, BLOCK 42, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF CLOVERDALE ROAD, APPROXIMATELY 100 FEET EAST OF SOUTH WEBSTER STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

36. 10628 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 8, GREENWOOD ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH STONEWALL STREET, APPROXIMATELY 70 FEET SOUTH OF EAST INDIANA 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) (QUALITY OF LIFE AND PLACE)**

37. 10629 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 20A, BLOCK 109, WILSHIRE PARK ADDITION, SECTION 17, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF THOMASON DRIVE, APPROXIMATELY 230 FEET EAST OF LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

38. 10630 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 29.19-ACRE TRACT OF LAND OUT OF SECTION 12, BLOCK 40, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM BP, I-20 BUSINESS PARK DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, IN PART TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF CHOLLA ROAD, APPROXIMATELY 845 FEET WEST OF ANTELOPE TRAIL); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

39. 10631 – AN ORDINANCE AMENDING TITLE IV, “BUILDING REGULATIONS” OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, BY ADDING CHAPTER 14, “THIRD-PARTY PLAN REVIEW AND INSPECTION”, SO AS TO ESTABLISH A PROCEDURE TO ALLOW THIRD-PARTY ORGANIZATIONS TO CONDUCT PLAN REVIEWS AND INSPECTIONS FOR CONSTRUCTION PROJECTS; NEGATING AND DISPENSING WITH THE CULPABLE MENTAL STATE REQUIREMENT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE THAT SHALL BE 30 DAYS AFTER THE DATE OF ADOPTION OF THIS ORDINANCE; AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

MISCELLANEOUS

40. 10632 – AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10566; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION **(DISTRICT: ALL) (ENGINEERING SERVICES) (SET THE**

STANDARD FOR A SAFE AND SECURE CITY)

PUBLIC COMMENT

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

EXECUTIVE SESSION

42. 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 551.071, Consultation with Attorney

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

b. Section 551.072, Deliberation Regarding Real Property

b.1. Discuss the purchase, exchange, lease or value of real property.

c. Section 551.074, Personnel Matters

c.1. Deliberate the employment, evaluation, and duties of the City Manager, Interim City Attorney, Special Counsel, City Secretary, Municipal Court Presiding Judge and Municipal Court Associate Judge.

d. Section 551.087, Deliberate Economic Development Negotiations

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

Respectfully Submitted,

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Tommy Gonzalez
City Manager

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

MIDLAND CITY COUNCIL
MINUTES
April 22, 2025

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., April 22, 2025.

Council Members present:	John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
Council Members absent:	None
Staff members present:	City Manager Tommy Gonzalez, Interim City Attorney Nicholas Toulet-Crump, Deputy City Manager Morris Williams Jr., Assistant City Manager Jose Ortiz, City Governance Officer/City Secretary Marcia Bentley-German

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

OPENING ITEMS

1. Invocation – Father Bala Anthony Govindu, St. Stephen's Catholic Church

   Father Bala Anthony Govndu had an emergency and was unable to attend.

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation by Comptroller Gerry Adkins regarding the 2024 Public Annual Financial Report (PAFR).

   Comptroller Gerry Adkins, gave a brief overview of the Public Annual Financial Report (PAFR). Mr. Adkins reported on demographic data, financial highlights from all funds, historical tax rates and taxable values. Mr. Adkins further reported on City reserves and fund balance, net position and departmental highlights.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

DRAFT

4a. SPECIAL SESSION OF APRIL 1, 2025

4b. REGULAR SESSION OF APRIL 8, 2025

5. 2025-056 – RESOLUTION AWARDING A CONTRACT FOR THE TRAFFIC SIGNAL PROJECT AT FAIRGROUNDS ROAD AND SCHARBAUER DRIVE TO THE SOLE BIDDER, WILLIS ELECTRIC CO., LP OF ABILENE, TEXAS, AT A TOTAL COST OF $800,000.00; APPROVING $80,000.00 FOR CONTINGENCIES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: 2) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

6. 2025-057 – RESOLUTION APPROVING A CONTRACT WITH NOUVEAU TECHNOLOGY SERVICES, LP, THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR THE PURCHASE AND INSTALLATION OF FIBER NETWORK INFRASTRUCTURE AT ASTOUND STADIUM FOR A TOTAL COST OF $307,500.00; AND APPROPRIATING AND TRANSFERRING FUNDS FOR SAID PROJECT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

11. 037-2025 – MOTION APPROVING A COMMERCIAL LEASE AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND AST & SCIENCE, LLC, REGARDING A PORTION OF THAT CERTAIN FACILITY LOCATED ON LOT 1A, BLOCK 13, INDUSTRIAL PARK REGIONAL AIR TERMINAL, UNIT 12, MIDLAND, MIDLAND COUNTY, TEXAS, AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT **(DISTRICT 4) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

12. 038-2025 – MOTION APPROVING MIDLAND COLLEGE DISTRICT'S APPOINTMENTS OF CHARLENE MCBRIDE AND SCOTT LYNCH TO THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER TWO **(DEVELOPMENT SERVICES) (DISTRICT 2 & 3) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

15. 039-2025 – MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF RICHLAND ADDITION, BEING A 79.22-ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF SECTION 13 AND THE NORTHEAST QUARTER OF SECTION 24, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH COUNTY ROAD 1232, APPROXIMATELY 455 FEET NORTH OF WEST COUNTY ROAD 133) **(EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Jack Ladd moved to approve Consent Agenda items 4-16, excluding items 7, 8, 9, 10, 13, 14 & 16; seconded by John Norman.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None

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ABSTAIN: None
ABSENT: None

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

7. 2025-058 – RESOLUTION APPROVING THE PURCHASE OF DELL COMPUTERS TO REPLACE CURRENTLY DEPLOYED USER DEVICES FROM DELL TECHNOLOGIES, THROUGH OMNIA-NATIONAL COOPERATIVE PURCHASING ALLIANCE, FOR A TOTAL COST OF $280,331.59

   Chief Information Officer Gorgees Eskander, gave a brief overview of the item noting the refresh cycle is for every four years. Due to Covid, the refresh cycle was pushed to five years. The City is trying to get back to the four year cycle.

   John Burkholder moved to approve Resolution No. 2025-058; seconded by Brian Stubbs.

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

8. 2025-059 – RESOLUTION APPROVING A SOLE-SOURCE MASTER AGREEMENT FOR NEPTUNE WATER METERS AND ALL ASSOCIATED PARTS FOR THE CUSTOMER SERVICE DIVISION FROM CORE & MAIN LP AT A TOTAL COST NOT TO EXCEED $1,300,000.00

   Utilities Director Carl Craigo gave a brief overview of the item noting the amount is just an estimate that is not to be exceeded. Mr. Craigo further explained the process of the change out of meters.

   John Burkholder moved to approve Resolution No. 2025-059; seconded by Amy Stretcher Burkes.

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

9. 2025-060 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT IN THE AMOUNT OF $192,200.00 WITH MID-TEX OF MIDLAND, THROUGH THE PURCHASING ASSOCIATION OF COOPERATIVE ENTITIES, FOR THE MAF CHECKPOINT THIRD LANE CONSTRUCTION PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; APPROVING $38,440.00 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS FOR SAID PROJECT

   Mayor Pro Tem Poole pulled this item to commend City Staff for making this happen so quickly.

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Airports Director Justine Ruff gave a brief overview of the item noting how this will help speed up the checkpoint process. A third TSA checkpoint will help eliminate long lines. Eventually, four lanes will be added by building a six lane checkpoint at the south of the terminal building, however, work on this won't began until the fall.

John Burkholder moved to approve Motion No. 2025-060; seconded by Brian Stubbs.

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

10. 036-2025 – MOTION APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND AST & SCIENCE, LLC

Midland Development Corporation Director Sara Harris gave a brief overview of the item noting the excitement to welcome AST. Mrs. Harris also introduced John Joyce, VP of Production and Operations – North America.

Mr. Joyce reported on expansion, job growth, satellites and the production of electronics and solar panels.

Brian Stubbs moved to approve Motion No. 036-2025; seconded by Jack Ladd.

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

13. 2025-061 – RESOLUTION AUTHORIZING THE EXECUTION OF A CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND PERFORMANCE AGREEMENT BETWEEN THE CITY OF MIDLAND AND CINERGY 108, LLC, AS AUTHORIZED BY CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for redevelopment of the currently vacant property located at 4915 Loop 250. The agreement is performance based and must meet certain metrics before any dollars may be rebated back to the company.

Mrs. Triggs reported the entertainment property will consist of a 35,000 square foot expansion of the 68,000 square foot existing property. This will allow for more than 100,000 square feet of entertainment space. Mrs. Triggs also reported on the project overview, as well as economic and strategic benefits. There is no up-front funding risk to the City.

Rich Schwarte, President & CFO of Cinergy Entertainment Group, gave a brief overview of

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what will be at this Cinergy location. Mr. Schwarte also reported that the Cinergy in Midland that is currently in operation will continue to stay open.

Brian Stubbs moved to approve Resolution No. 2025-061; seconded by Jack Ladd.

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

14. 2025-062 – RESOLUTION AUTHORIZING THE EXECUTION OF A CAPITAL IMPROVEMENTS DEVELOPMENT AGREEMENT WITH BETENBOUGH HOMES FOR THE CONSTRUCTION OF CERTAIN CAPITAL IMPROVEMENTS RELATED TO THE DEVELOPMENT OF MOCKINGBIRD RIDGE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS; AND APPROPRIATING FUNDS IN THE AMOUNT OF $933,601.12; SAID AGREEMENT BEING AUTHORIZED BY CHAPTER 212, SUBCHAPTER C AND CHAPTER 395, SUBCHAPTER B OF THE TEXAS LOCAL GOVERNMENT CODE

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting it's an agreement with Betenbough who will construct a three million dollar roadway in Northeast Midland. The agreement allows the City to extend the road from Firewheel Road to Occidental Parkway which will provide another access point for the Betenbough housing development. Some of the road construction that Betenbough will take care of will be a benefit to the City financially.

Mayor Blong reported this will provide the City with another North/South corridor.

Assistant City Manager Jose Ortiz reported the Todd Drive extension will be going to Occidental Parkway. Eventually, citizens will also have the ability to go East/West.

Brian Stubbs moved to approve Resolution No. 2025-062; seconded by Jack Ladd.

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

16. 040-2025 – MOTION AUTHORIZING THE CITY MANAGER TO ENTER THE CITY INTO A MEMBERSHIP WITH THE PORTS TO PLAINS ALLIANCE AND TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE MEMBERSHIP; AND AUTHORIZING PAYMENT IN THE AMOUNT OF $80,100.00

Strategic Partnerships Officer Lindsey Adams gave a brief overview of the item noting the future of new corridors of I-27 and I-14. Ms. Adams provided details of the Ports to Plains Alliance annual membership which is $80,000 per year.

City Manager Tommy Gonzalez reported the next meeting should be in Midland, Sept 4,

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2025.

Lauren Garduno, President & CEO of the Ports to Plains Transportation Alliance, provided an overview of the Advisory Committee and it's importance. Mr. Garduno reported that a feasibility study has been completed and since a committee has been selected, funding may be sought and secured. There is three billion dollars in TXDOT's program on this corridor and there are three hot spots: Amarillo, the Midland/Odessa area and Laredo. There are also two billion dollars in TXDOT's design budget.

Mr. Garduno also spoke on the legislation, the possibility of a Future Interstate Highway Act, the funding that needs to take place and where that funding may come from; such as the different categories (two, four and twelve).

City Manager Tommy Gonzalez provided a brief history of how Ports to Plains came about.

Council interacted with questions.

The entire discussion may be heard online at https://midlandtexas.gov/967/PrimeGov-Meetings.

John Burkholder moved to approve Motion No.040-2025; seconded by Brian Stubbs.

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

SECOND READINGS

17. 10609 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 15.6-ACRE TRACT OF LAND OUT OF SECTION 7, BLOCK 38, AND SECTION 12, BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF FARM-TO-MARKET ROAD 715, APPROXIMATELY 500 FEET NORTH OF EAST COUNTY ROAD 120); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD APRIL 8, 2025) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10609.

Jack Ladd moved to approve the second and final reading of Ordinance No.10609; seconded by Brian Stubbs.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None

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ABSENT: None

18. 10610 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 15.6-ACRE TRACT OF LAND OUT OF SECTION 7, BLOCK 38, AND SECTION 12, BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED ON THE WEST SIDE OF FARM-TO-MARKET ROAD 715, APPROXIMATELY 500 FEET NORTH OF EAST COUNTY ROAD 120; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD APRIL 8, 2025) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10610.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10610; seconded by Robin Poole.

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

19. 10611 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 16.66-ACRE TRACT OF LAND OUT OF SECTION 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF COTTON FLAT ROAD AND ALTA VISTA DRIVE), WHICH IS PRESENTLY ZONED SF-1, SINGLE-FAMILY DWELLING DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A VACATION TRAVEL TRAILER PARK; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD APRIL 8, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10611.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10611; seconded by John Norman.

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

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20. 10612 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR THE WEST HALF OF LOT 6 AND ALL OF LOTS 7 AND 8, BLOCK 3, PARKLEA ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST WALL STREET, APPROXIMATELY 80 FEET EAST OF WEST CIRCLE DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD APRIL 8, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10612.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10612; seconded by John Norman.

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

21. 10613 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM ON LOT 8, BLOCK 44, FAIRMONT PARK ADDITION, SECTION 27, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 230 FEET SOUTH OF HENRY KOONTZ BOULEVARD.), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SUCH PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION, MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD APRIL 8, 2025) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10613.

Thomas Johnston, 6 Desta Drive, of the Realestate Ranch, spoke on Rudys only serving beer, wine and BBQ.

Brian Stubbs moved to approve the second and final reading of Ordinance No. 10613; seconded by Jack Ladd.

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

PUBLIC HEARINGS

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

22. 10614 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, LONE STAR BUSINESS PARK, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF MAVERICK LANE AND NORTH STATE HIGHWAY 349); 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) (QUALITY OF LIFE AND PLACE)**

    Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10614.

    Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is a zone change request in District one for a building to become a bank.

    Mayor Blong opened the public hearing at 11:19 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

    Brian Stubbs moved to approve the first of two readings of Ordinance No. 10614; seconded by Amy Stretcher Burkes.

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

23. 10615 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 15.44-ACRE TRACT OF LAND OUT OF SECTION 31, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF STATE HIGHWAY 191, APPROXIMATELY 220 FEET WEST OF HOLDRIDGE 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 4) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

    Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10615.

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Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a zone change request from Regional Retail (RR) to Light Industrial (LI) due to the Airport Overlay Zone (AOZ) restriction in place.

Discussion ensued about other airports having large areas of industrial surrounding their airports and the best avenue to take with regards to the Midland Airport and Federal Aviation Administration (FAA) rules.

City Manager Tommy Gonzalez reported that now may be good time to review the comprehensive plan.

Mayor Blong asked that the City Manager began review on the Tall City Tomorrow plan and the comprehensive plan.

Mayor Blong opened the public hearing at 11:39 a.m. There being no one present wishing to speak, the public hearing was immediately closed. Mayor Blong reopened the public hearing at 11:40 a.m. and called Andrew Mellan of Maverick Engineering.

Mr. Mellan reported on the types of light industrial usage and why regional retail will be difficult to develop in this area, especially since I-27 will be coming in the future.

Robin Poole moved to approve the first of two readings of Ordinance No. 10615; seconded by John Burkholder.

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

24. 10616 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.994-ACRE TRACT OF LAND OUT OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT, IN PART, AND C, COMMERCIAL DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH MIDKIFF 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) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10616.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting that for the sake of consistency, the request is to make the property zoned for RR.

Andrew Mellen, Maverick Engineering, reported the hotel that is on the property will be demolished for the convenience store.

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Mayor Blong opened the public hearing at 11:53 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Amy Stretcher Burkes moved to approve the first of two readings of Ordinance No. 10616; seconded by Robin Poole.

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

25. 10617 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 45, FAIRMONT PARK ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 450 FEET SOUTH OF HENRY KOONTZ BOULEVARD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10617.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is the zone change request that goes with the Cinergy property.

Mayor Blong opened the public hearing at 11:56 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Brian Stubbs moved to approve the first of two readings of Ordinance No. 10617; seconded by Jack Ladd.

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

26. 10618 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 5.57-ACRE TRACT OF LAND OUT OF SECTION 2, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND SOLOMON 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

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PUBLICATION **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10618.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a zone change request for Kent Companies. Mrs. Triggs reviewed the zoning criteria, zoning analysis, land use analysis, recommendations and objections.

Adam Sturdivant, 2306 W. Dengar, spoke in favor of this item and explained what the Kent Companies is planning to build on the property. Mr. Sturdivant fielded questions from Council. Mr. Sturdivant also reported why they would like the regional retail versus any other designation.

Mayor Blong opened the public hearing at 12:22 p.m.

Garrett Black, 5018 Mira Vista Circle, spoke in opposition of the zoning of this item.

Scott Dufford, 5025 Mira Vista Circle, spoke in opposition of the zoning of this item due to traffic.

Randy Sims, 5009 Mira Vista, spoke in opposition of this item due to the zoning being incompatible for business and homes in this area.

Bill Kent, 4911 Island Drive, spoke in favor of this item and why it will be a good quality fit for the area.

Mark Salcone, 100 Solomon Lane, spoke in opposition of this item due to traffic.

Wes Gotcher, 6824 Island Circle, represents the seller and spoke in favor of this item and suggested placing a median to assist with traffic.

Discussion ensued among Council, staff and Adam Sturdivant.

Assistant City Manager Jose Ortiz commented that they do expect to see more traffic in the area in the future. Mr. Ortiz also addressed the left hand turn conflict question from Council Member Burkes. Mr. Ortiz reported he needs to see a site plan for more information.

Traffic Engineer Taha Sakrani reported on the traffic in the area and that if more housing development is done, a traffic signal will be warranted.

More traffic related discussion ensued.

The entire discussion may be heard online at https://midlandtexas.gov/967/PrimeGov-Meetings.

Brian Stubbs moved to approve the first of two readings of Ordinance No. 10618; seconded by John Norman.

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

27. 10619 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE EAST 50 FEET OF LOTS 10 THROUGH 12, BLOCK 61, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET APPROXIMATELY 110 FEET EAST OF SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10619.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for an SUD for a bar as the old SUD has expired. Letters of objection were received with concerns regarding safety. Due to the percentage of the letters, a supermajority of the Council vote is necessary to pass. The recommendation is to approve with off duty peace officers present during certain days and hours.

Discussion ensued about the roll of the Peace Officers and possible consequences of non-compliance and fees.

Police Chief Greg Snow reported on illegal activity that has been occurring within the City, such as public intoxication, fights, DWI, etc. Chief Snow provided call stats on Hot Shots and some of the surrounding bars and other bars around the city.

Mayor Blong opened the public hearing at 1:35 p.m.

Rosanna Enriquez, 10 Harned Court, Odessa, spoke in favor of Hot Shots.

Ignacio Lopez, 3222 Cimmaron, spoke in favor of Hot Shots.

Patrick Corderro, 2500 Metz Place, on behalf of Mr. Kang Chin, spoke in favor of Hot Shots.

David Chin, 3203 Hislisky Drive, provided a detailed report of how he found out about not being in compliance.

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Trey Fugua, 104 S. Pecos, spoke in opposition of Hot Shots.

Patrick Corderro came back up to speak on what Hot Shots is doing to be proactive.

Discussion ensued among Council and staff. Council chose to amend the language of this item.

The entire discussion may be heard online at https://midlandtexas.gov/967/PrimeGov-Meetings.

Jack Ladd moved to approve as amended, changing to provide two certified peace officers as security guards on Friday and Saturday between 9:00 pm and 1:45 am and that the SUD granted will be reviewed by the City Council within 7 months, the first of two readings of Ordinance No. 10619; seconded by John Norman.

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

28. 10620 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 6 THROUGH 9, BLOCK 121, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO MH, MANUFACTURED HOUSING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST NEW YORK AVENUE, APPROXIMATELY 70 FEET WEST OF SOUTH TERRELL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10620.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a zone change request.

Mayor Blong opened the public hearing at 2:29 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10620; seconded by Jack Ladd.

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

DRAFT

PUBLIC COMMENT

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

EXECUTIVE SESSION

30. 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:

Mayor Blong recessed the City Council meeting to go into Executive Session at 2:23 p.m.

a. Section 551.071, Consultation with Attorney

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

b. Section 551.072, Deliberation Regarding Real Property

b.1. Discuss the purchase, exchange, lease or value of real property.

c. Section 551.074, Personnel Matters

c.1. Deliberate the employment, evaluation, and duties of the City Manager, Interim City Attorney, Special Counsel, City Secretary, Municipal Court Presiding Judge and Municipal Court Associate Judge.

d. Section 551.087, Deliberate Economic Development Negotiations

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

All the business at hand having been completed, the meeting adjourned at 3:35 p.m.

PASSED AND APPROVED May 13, 2025.

_____

Lori Blong, Mayor

ATTEST:

_____

Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

CITY OF MIDLAND, TEXAS
MIDLAND CITY COUNCIL
SPECIAL MINUTES
April 24, 2025

The City Council convened in **Special** Session in the Council Chamber - City Hall, Midland, Texas, at 6:30 PM, Thursday, April 24, 2025.

Council Members present: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Jack Ladd, John Norman

Council Members absent: Brian Stubbs

Staff members present: City Manager Tommy Gonzalez, Interim City Attorney Nicholas Toulet-Crump, City Governance Officer/City Secretary Marcia Bentley- German, Assistant City Manager Jose Ortiz, Solid Waste Director Jeffery Ahrlett, Utilities Director Carl Craigo, Planning & Development Officer Elizabeth Triggs, Interim Fire Chief Michael Tully, City Traffic Engineer Taha Sakrani, Assistant Director of Administrative Services Nicole Weaverling, Chief of Staff Taylor Novak, Deputy City Secretary Rachel Guentensberger, Strategic Partnership Officer, Lindsey Adams, Grant Writer Michele Hagemann

The meeting was called to order at 6:29 p.m.

SPECIAL SESSION

1. Hold a community forum for the public discussion regarding City projects and priorities related to the following: streets, roads, and water infrastructure; water supply and resources; parks and recreation; community services; public health and safety; land use and development; economic development; airports; technology; solid waste management; real property acquisition and disposition; and oil and gas development and regulation. The Midland City Council will take no vote or action on this matter.

   Mayor Blong provided opening remarks and asked if the Council Members would like to say a few words. Each Council Member introduced themselves and thanked everyone for attending the Town Hall meeting. Each Council Member spoke on what was happening in their respective area or the City as a whole and how they are here to represent the Citizens.

   Mayor Blong apologized for the Code sign issue that took place this week.

   Andrew Stearns, 5614 Rio Grande, would like to know who to contact about pressing charges related to sign removal. City Manager Tommy Gonzalez reported to contact the Police Department. Mr. Stearns also spoke against the Midland College Bond.

   Debi Martin, 4901 Wylea Cove, asked if there are plans for another Midland

DRAFT

Senior Center and additional parking at the original site. City Manager Tommy Gonzalez reported the City is looking at several options.

Brandon McMorries, 3611 Chelsea Place, reported on trucks parking inside the City limits and throwing trash, leading to filthy roads in town. Mayor Blong reported Code enforcement has been tasked to handle several of these issues. Council Member Ladd also addressed some of these issues.

Nino Rodriquez, 1101 Johnson, spoke on debt and other issues going on within the City. Mr. Rodriquez also spoke against the Midland College bond.

Emery Spencer, 220 N. Eisenhower Drive, thanked Mayor Blong, and spoke on several other issues such as traffic circles and street signs.

Robin Campbell, 110 Ridglea, asked what the policy is when a complaint is turned in to Code Enforcement. City Manager Tommy Gonzalez reported how this process works. Ms. Campbell would also like to see everything related to the sign issue. Interim City Attorney Nicholas Toulet-Crump reported how to request open records. City Manager Tommy Gonzalez reported he takes responsibility for the staff who made the error. Ms. Campbell is also concerned about the State of Midland luncheon that the Midland College President was allowed to speak and be endorsed. Ms. Campbell spoke on the nursing shortage and higher taxes and retaining experienced nurses.

Eliel Rosa, 3603 Humble Avenue, reported he is grateful that the City Council held this town hall and encouraged citizens to attend Council Meetings so their voice is heard.

Iris Hall-Sanders, 2100 Castleford Road, would like to know if the City Council has a plan for services for senior citizens with regard to affordable housing. Ms. Hall-Sanders also spoke about signs regarding dogs at Washington Park; such as bags for dog waste. City Manager Tommy Gonzalez reported they can put a list together of what they do for seniors and can look into housing through the Community Development Block Grant (CDBG).

Willie Barber, 1305 Chestnut Avenue, reported he appreciates the hard work the City Council is doing. He told the story of a little girl in pain and asked if she and others will be able to utilize certain services for those who are in need. Mr. Barber also spoke on the transfer center and how it needs work. He asked for six traffic lights to be placed on Wall St. Big Spring, Colorado (and others) with sounds to help those in need to be able to cross the street safely.

All the business at hand having been completed, the meeting adjourned at 8:04 p.m.

PASSED AND APPROVED May 13, 2025.

_____

Lori Blong, Mayor

ATTEST:

DRAFT

Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

City Council Meeting

Item Number: 5

Meeting Date: May 13, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE OF EIGHT (8) CAB AND CHASSIS TRUCKS WITH KANN 29-YARD REFUSE TRUCK BODIES FROM BDR PREFERRED HOLDINGS LLC DBA ROBERTS TRUCK CENTER, THROUGH SOURCEWELL, FOR A TOTAL COST OF $2,301,088.51 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution approving the purchase of eight (8) cab and chassis trucks with the Kann 29 yard refuse body from BDR Preferred Holdings LLC dba Roberts Truck Center through Sourcewell contract 032842-NVS for the Solid Waste Department for a total of $2,301,088.51.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Garage Fund operating budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Staff is recommending the purchase of eight (8) cab and chassis trucks with the Kann 29 yard refuse body from BDR Preferred Holdings LLC dba Roberts Truck Center through Sourcewell contract 032842-NVS. We are members of the Sourcewell 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. Eight (8) refuse trucks will be replacements to the fleet. The budget for FY2025 for the eight (8) refuse trucks is $2,280,000.00. Please see the attached memo from Manuel Salinas, Garage Superintendent, for more information.

Therefore, please consider a resolution approving the purchase of eight (8) cab and chassis trucks with the Kann 29 yard refuse body from BDR Preferred Holdings LLC dba Roberts Truck Center through Sourcewell contract 032842-NVS for the Solid Waste Department for a total of $2,301,088.51.

Morris Williams Jr.

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Sourcewell Contract # 032824-NVS

DATE: 04/08/2025

Fleet services is requesting for the purchase of (8) eight cab and chassis trucks with the Kann 29 Yd refuse body. These (8) eight new units will be replacements for units that are worn out and beyond their serviceable life. Budgeted amount for (8) eight cab and chassis trucks with the Kann 29 Yd refuse body for FY2025 is $2,280.000. The purchasing amount for (8) eight cab and chassis trucks with the Kann 29 Yd refuse body through Sourcewell contract # 032824-NVS proposed by Roberts Truck Center is $ 2,301.088.51.

Fleet services accepts this proposal which meets all of the specifications.

Sincerely,

Manuel Eloy Salinas

City of Midland Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF EIGHT (8) CAB AND CHASSIS TRUCKS WITH KANN 29-YARD REFUSE TRUCK BODIES FROM BDR PREFERRED HOLDINGS LLC DBA ROBERTS TRUCK CENTER, THROUGH SOURCEWELL, FOR A TOTAL COST OF $2,301,088.51

WHEREAS, Sourcewell is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, BDR Preferred Holdings LLC DBA Roberts Truck Center has submitted a total proposed cost to the City of $2,301,088.51 for the purchase of eight (8) cab and chassis trucks with Kann 29-yard refuse truck bodies, through Sourcewell, as shown on the quote that is attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by BDR Preferred Holdings LLC DBA Roberts Truck Center for said trucks to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase said trucks from BDR Preferred Holdings LLC DBA Roberts Truck Center through Sourcewell;

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 eight (8) cab and chassis trucks with Kann 29-yard refuse truck bodies from BDR Preferred Holdings LLC DBA Roberts Truck Center through Sourcewell for a total cost of $2,301,088.51.

SECTION TWO. Funding shall be available in the Garage Fund operating budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay BDR Preferred Holdings LLC DBA Roberts Truck Center for said trucks upon receipt of proper invoices or statements approved by the City Manager or his designee.

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

the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, Interim City Attorney

INTERNATIONAL

Sourcewell
Awarded Contract
Contract # 032824-NVS

International Motors, LLC is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #032824-NVS awarded fromerly to Navistar, Inc now International Motors, LLC for new International truck(s). If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your local International Dealer sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Midland	Roberts Truck Center
Contact:	Eloy Salinas	Clay Nelson
Address:	P.O. Box 1152	10101 W. I-20
City/State/Zip:	Midland Texas 79702	Midland, Texas 79706
Phone:	432-685-7100	806-786-9176
Email:	msalinsas@midlandtexas.gov	clay.nelson@robertstruck.com

Proposal Number	4830
Date	2/25/2025
Quantity of this Specification	8
Single Sourcewell Transaction Total Volume	

Chassis			
New 2026 International HV607 6x4 Chassis			$ 178,445.00
	Base Chassis List	$ 122,474.00	
	Options List	$ 55,971.00	
	Sourcewell Contract Discount	31.0%	$ (55,392.94)
	Volume Incentive		$ -
	Material Price Increases		$ -
	Net Sourcewell Chassis Price		$ 123,052.06
Sourcewell Partner Body			
			$ -
			$ -
Handling Fee			$ -
Non-Sourcewell Dealer Supplied Body			
Kann 29yd Left Hand Refuse Body			$ 156,829.00
			$ -
Handling Fee			$ -
Additional Post Build Work			
			$ -
			$ -
			$ -
Handling Fee			$ -
Service Contracts			
			$ -
			$ -
			$ -
Additional Freight			
			$ -
			$ -
Additional Floorplan			
Flooring Coverage			$ 4,500.00
			$ -
Additional Fees & Taxes			
Spare Key/Tire/Wheel, Fuel, VIT			$ 3,255.00
			$ -
			$ -
Final Sourcewell Per Vehicle Price FOB Guttenburg, IA			**$ 287,636.06**
Final Sourcewell Total Vehicle(s) Price			**$ 2,301,088.51**

Additional Sourcewell Qualified Content	
Silver Package Award	$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.
Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.
Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

Exhibit "A"

INTERNATIONAL

Sourcewell
Awarded Contract
Contract # 032824-NVS

International Motors, LLC is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #032824-NVS awarded fromerly to Navistar, Inc now International Motors, LLC for new International truck(s). If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your local International Dealer sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Midland	Roberts Truck Center
Contact:	Eloy Salinas	Clay Nelson
Address:	P.O. Box 1152	10101 W. I-20
City/State/Zip:	Midland Texas 79702	Midland, Texas 79706
Phone:	432-685-7100	806-786-9176
Email:	msalinsas@midlandtexas.gov	clay.nelson@robertstruck.com

Proposal Number	4830
Date	2/25/2025
Quantity of this Specification	8
Single Sourcewell Transaction Total Volume	

Chassis			
New 2026 International HV607 6x4 Chassis			$ 178,445.00
	Base Chassis List	$ 122,474.00	
	Options List	$ 55,971.00	
	Sourcewell Contract Discount	31.0%	$ (55,392.94)
	Volume Incentive		$ -
	Material Price Increases		$ -
	Net Sourcewell Chassis Price		$ 123,052.06
Sourcewell Partner Body			
			$ -
			$ -
Handling Fee			$ -
Non-Sourcewell Dealer Supplied Body			
Kann 29yd Left Hand Refuse Body			$ 156,829.00
			$ -
Handling Fee			$ -
Additional Post Build Work			
			$ -
			$ -
			$ -
Handling Fee			$ -
Service Contracts			
			$ -
			$ -
			$ -
Additional Freight			
			$ -
			$ -
Additional Floorplan			
Flooring Coverage			$ 4,500.00
			$ -
Additional Fees & Taxes			
Spare Key/Tire/Wheel, Fuel, VIT			$ 3,255.00
			$ -
			$ -
Final Sourcewell Per Vehicle Price FOB Guttenburg, IA			**$ 287,636.06**
Final Sourcewell Total Vehicle(s) Price			**$ 2,301,088.51**

Additional Sourcewell Qualified Content	
Silver Package Award	$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.
Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.
Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

City Council Meeting

Item Number: 6

Meeting Date: May 13, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE OF TWO (2) 14-TO-16-YARD DUMP BODY TRUCKS FROM BRUCKNER'S TRUCK SALES, INC., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF $411,804.00 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution approving the purchase of two (2) dump trucks from Bruckner's Truck Sales, Inc. for the Utilities Department through HGAC contract HT06-20 for a total cost of $411,804.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Garage Fund operating budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Staff is recommending the purchase of two (2) dump trucks from Bruckner's Truck Sales, Inc. for the Utilities Department through HGAC contract HT06-20. We are members of the HGAC 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. Two (2) dump trucks will be replacements to the

fleet. The budget for FY2025 for the two (2) dump trucks is $456,000.00. Please see the attached memo from Manuel Salinas, Garage Superintendent, for more information.

Therefore, please consider a resolution approving the purchase of two (2) dump trucks from Bruckner's Truck Sales, Inc. for the Utilities Department through HGAC contract HT06-20 for a total cost of $411,804.00.

Morris Williams Jr.

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: HGAC contract # HT06-20 for two Dump Body Truck

DATE: 04/22/2025

Fleet services is requesting the purchase of (2) two 14-to-16-yard dump body trucks that will be replacing two units that are both 15 years old and have gone past their serviceable life. The budgeted amount for FY2025 for (2) two 14-to-16-yard dump body trucks is $456,000. The purchasing amount for (2) two 14-to-16-yard dump body trucks that is being offered through HGAC contract # HT06-20 from Bruckner's Truck and Equipment in the amount of $411,804.00.

Fleet services are accepting this offer which meets all specifications

Sincerely,

Manuel Eloy Salinas

City of Midland Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF TWO (2) 14-TO-16-YARD DUMP BODY TRUCKS FROM BRUCKNER'S TRUCK SALES, INC., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF $411,804.00

WHEREAS, the Houston-Galveston Area Council ("*H-GAC*") is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Bruckner's Truck Sales, Inc., has submitted a total proposed cost to the City of $411,804.00 for the purchase of two (2) 14-to-16-yard dump body trucks through H-GAC, as shown on the quote that is attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by Bruckner's Truck Sales, Inc., for said dump trucks to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase said dump trucks from Bruckner's Truck Sales, Inc., through H-GAC;

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 two (2) 14-to-16-yard dump body trucks from Bruckner's Truck Sales, Inc., through H-GAC for a total cost of $411,804.00.

SECTION TWO. Funding shall be available in the Garage Fund operating budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to Bruckner's Truck Sales, Inc., for said dump trucks upon receipt of proper invoices or statements approved by the City Manager or his designee.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, Interim City Attorney

Bruckner's Truck & Equipment
Retail Proposal

Financing Available!

Scan QR Code to Complete an Application

Date: **March 27, 2025**

CUSTOMER INFORMATION	
Name:	**City of Midland**
Name:	
Address:	**1602 Orchard Lane**
CSZ:	**Midland, TX 79702**
Phone:	**(432) 685-7147**
Cell:	
Fax:	
Contact:	**Manuel Salinas**
Email:	**msalinas@midlandtexas.gov**

EQUIPMENT INFORMATION	
Stock #:	**67900**
Year:	**2025**
Make:	**Mack**
Model:	**GR64F**
VIN:	**1M2GR4GC6SM049223**
Salesperson:	**Grant Aschenbeck**

EQUIPMENT SPECIFICATIONS			
Engine Make:	**MACK MP8**	Wheelbase:	**218**
Horsepower:	**505 HP**	Frame:	**11.1 MM**
Engine Brake:	**YES**	Interior Trim:	**Steel Gray**
Transmission:	**MDRIVE 13 SPD W/ CREEPERS**	Wheels Front:	**Aluminum**
Front Axle:	**18,000**	Wheels Rear:	**Aluminum**
Rear Axle:	**44,000**	Tire Size:	
Rear Suspension:	**CAMELBACK**	Tire Front:	**Bridgestone 385/65R22.5 J**
Ratio:	**3.79**	Tire Rear:	**Bridgestone 11R24.5 H**

Chassis Includes the Following Local Extras:

Ox Bodies 15' Stampede Dump Bed (Complete Spec attached)
Make Ready
DOT

Customer to Purchase under HGAC Contract HT06-20

	Each		Multiple Total
Trade-In Information: Trade 1: Trade 2:	**$205,569.00**		**$411,138.00**
Allowances:	-		
VIN:			
Year:			
Make:			
Model:			
Payoff:	-		
Quantity 2 — **Price before TTL**	**205,569.00**		
OTHER CHARGES:			
Title, and License Fees (Estimated):	**33.00**		**66.00**
Purchase Coverage Type: _____	-		-
Insurance Type: _____	-		-
Dealer Inventory Tax and Doc Fees	**300.00**		**600.00**
Cash Down Payment:			
TOTAL:	**$205,902.00**		**$411,804.00**

Dealer Signature:_____ Customer Signature:_____

Date:_____ Date:_____

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed $50 for a motor vehicle contract or a comparable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.

Exhibit "A"

TBEI
Subsidiary of Federal Signal Corporation

Ox Bodies | Crysteel | Duraclass | Rugby | J-Craft | Travis

PROUDLY MADE IN THE USA
719 Columbus Street East
Fayette AL. 35555

Quote Response Form

3/26/2025 9:16:07 PM
Salesperson: Tommy Titzman
800-844-2519

End User: GRANT ASCHENBECK

Route To: 37510
BRUCKNER TRUCK SALES-ODESSA
2441 EAST I-20
ODESSA TX 79766
USA

Ship To: 0
BRUCKNER TRUCK SALES-ODESSA
2441 EAST I-20
ODESSA, TX 79766

Quote	Revision	Ship Via	Terms
FAC14099	1	OX4 - DRIVE AWAY	Net 90 Days

Line	UM	Quantity	Item	Description
1	EA	1.00	2693417	MABSP87-1500-1516YD-74133-60/48/54-BLK-T

Yardage 15/16

BASE OPTIONS:
Body Style: STAMPEDE
Body ID: 87
Body Length: 15'
Hoist Model: 74133
Frame Style: SUB-FRAME
Front Style: STRAIGHT
Rear Style: STRAIGHT
Front Height: 60
Side Height Front: 48
Side Height Rear: 48
Rear Height: 54
Side Material: PLATE-1/4-AR450
Front Material: PLATE-1/4-AR450
Tailgate Material: SHEET-3/16-AR450
Floor Material: PLATE-1/4-AR450
Skirt Material: SHEET-7GA-A36
Cabshield Style: STANDARD
Cabshield Projection: 24
Cabshield Width: 87
Tarp Style: MOUNTAIN
Tailgate Type: AIR HIGH LIFT
Tailgate Bracing Style: OUTER FRAME ONLY w/FORMED PANEL
Side Top Rail Style: 4x4x.250 DIAMOND
Dump Apron: HEAVY DUTY
Dump Apron Size: 10
Side Light Cutouts: LOWER - FRONT
Metro Light Quantity: 1
Board Holder Height: NO BOARD HOLDERS

CUSTOM OPTIONS:

PAINT OPTIONS:

Paint Color: BLACK

INSTALL OPTIONS:
Hydraulic Cylinder: 74133 (SUBFRAME)
Hydraulic Reservoir: NESTLED PYRAMID FLAT BOTTOM STD
Power Take Off: M-DRIVE, I-SHIFT - INSTALL PTO
Hydraulic Pump: PUMP KIT-82CC 220 BAR/3200 PSI WITH JIC
In-Cab Controls: M DRIVE/I-SHIFT
Mud Flaps: 36" TEXAS MUD FLAPS
Gravel Guards: STEEL-STAM
Reversing Alarm: YES
Body Prop: ONE
Tailgate Closing Operation: TAILGATE KIT AIR
Exhaust Turnout: 5 INCH
Hi-Lift Tailgate Kit: YES
Decals: STAMPEDE OX LOGOS
Cab Shield Lights: LTS KIT C/S 2 C/M
Side Lights: LTS KIT SIDE LWR FRT C/M - SP&CH 14.5 TO 16FT
Rear Lights: LTS KIT REAR 1SET MET
Truck Plug: MACK BODY BUILDERS PLUGS

2	EA	1.00	2262589	TARP ELEC-MOUNTAIN-10-16FT-MSH-N/FL-INST
3	EA	1.00	1751287	HITCH 22IN 45TON W/GLADS 7-PIN INSTALL

PTO Maintenance:
Per OEM manufacturer guidelines the following recommendations should be followed. Failure to follow OEM guidelines can result in non warrantable failure.
Within the first week of use, recheck the installation of the PTO. Check for leaks and loose mounting hardware (studs, cap screws, nuts). Recheck the cable or lever connections for proper adjustment and tighten any loose connections. At regular maintenance intervals, check adjustments and lubricate moving parts, tighten and repair the connections, mounting hardware, cable or lever linkage. Refer to OEM owners manual for regular maintenance intervals.
**By signing below I acknowledge that I have reviewed the specs above
and confirmed they are correct. I understand that once my order is placed
and sent into production that I will not be able to make changes to the order.
I assume full ownership of the body once production begins.
Due to the current volatility of the metals market, effective February 23, 2021 quotes will be valid for 7 days.
X _____
TRUCK YEAR/MAKE/MODEL _____ CLEAR CT: _____
VIN_____ TRANS_____
ETA_____ DUMP BODY COLOR_____
Pto switch in dash is recommended for all automatic or automated transmissions.
**Tractor valve must be in cab for glads to be plumbed **
Verify ship to address on quote.

Bruckner's Truck & Equipment
Retail Proposal

Financing Available!

Scan QR Code to Complete an Application

Date: **March 27, 2025**

CUSTOMER INFORMATION	
Name:	**City of Midland**
Name:	
Address:	**1602 Orchard Lane**
CSZ:	**Midland, TX 79702**
Phone:	**(432) 685-7147**
Cell:	
Fax:	
Contact:	**Manuel Salinas**
Email:	**msalinas@midlandtexas.gov**

EQUIPMENT INFORMATION	
Stock #:	**67900**
Year:	**2025**
Make:	**Mack**
Model:	**GR64F**
VIN:	**1M2GR4GC6SM049223**
Salesperson:	**Grant Aschenbeck**

EQUIPMENT SPECIFICATIONS			
Engine Make:	**MACK MP8**	Wheelbase:	**218**
Horsepower:	**505 HP**	Frame:	**11.1 MM**
Engine Brake:	**YES**	Interior Trim:	**Steel Gray**
Transmission:	**MDRIVE 13 SPD W/ CREEPERS**	Wheels Front:	**Aluminum**
Front Axle:	**18,000**	Wheels Rear:	**Aluminum**
Rear Axle:	**44,000**	Tire Size:	
Rear Suspension:	**CAMELBACK**	Tire Front:	**Bridgestone 385/65R22.5 J**
Ratio:	**3.79**	Tire Rear:	**Bridgestone 11R24.5 H**

Chassis Includes the Following Local Extras:

Ox Bodies 15' Stampede Dump Bed (Complete Spec attached)
Make Ready
DOT

Customer to Purchase under HGAC Contract HT06-20

			Each		Multiple Total
Trade-In Information:	Trade 1:	Trade 2:	**$205,569.00**		**$411,138.00**
Allowances:			-		
VIN:					
Year:					
Make:					
Model:					
Payoff:			-		
Quantity 2		**Price before TTL**	205,569.00		
OTHER CHARGES:					
Title, and License Fees (Estimated):			**33.00**		**66.00**
Purchase Coverage	Type: _____		-		-
Insurance	Type: _____		-		-
Dealer Inventory Tax and Doc Fees			**300.00**		**600.00**
Cash Down Payment:					
TOTAL:			**$205,902.00**		**$411,804.00**

Dealer Signature:_____ Customer Signature:_____

Date:_____ Date:_____

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed $50 for a motor vehicle contract or a comparable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.

TBEI
Subsidiary of Federal Signal Corporation

Ox Bodies | Crysteel | Duraclass | Rugby | J-Craft | Travis

PROUDLY MADE IN THE USA
719 Columbus Street East
Fayette AL. 35555

Quote Response Form

3/26/2025 9:16:07 PM
Salesperson: Tommy Titzman
800-844-2519

End User: GRANT ASCHENBECK

Route To: 37510
BRUCKNER TRUCK SALES-ODESSA
2441 EAST I-20
ODESSA TX 79766
USA

Ship To: 0
BRUCKNER TRUCK SALES-ODESSA
2441 EAST I-20
ODESSA, TX 79766

Quote	Revision	Ship Via	Terms
FAC14099	1	OX4 - DRIVE AWAY	Net 90 Days

Line	UM	Quantity	Item	Description
1	EA	1.00	2693417	MABSP87-1500-1516YD-74133-60/48/54-BLK-T

Yardage 15/16

BASE OPTIONS:
Body Style: STAMPEDE
Body ID: 87
Body Length: 15'
Hoist Model: 74133
Frame Style: SUB-FRAME
Front Style: STRAIGHT
Rear Style: STRAIGHT
Front Height: 60
Side Height Front: 48
Side Height Rear: 48
Rear Height: 54
Side Material: PLATE-1/4-AR450
Front Material: PLATE-1/4-AR450
Tailgate Material: SHEET-3/16-AR450
Floor Material: PLATE-1/4-AR450
Skirt Material: SHEET-7GA-A36
Cabshield Style: STANDARD
Cabshield Projection: 24
Cabshield Width: 87
Tarp Style: MOUNTAIN
Tailgate Type: AIR HIGH LIFT
Tailgate Bracing Style: OUTER FRAME ONLY w/FORMED PANEL
Side Top Rail Style: 4x4x.250 DIAMOND
Dump Apron: HEAVY DUTY
Dump Apron Size: 10
Side Light Cutouts: LOWER - FRONT
Metro Light Quantity: 1
Board Holder Height: NO BOARD HOLDERS

CUSTOM OPTIONS:

PAINT OPTIONS:

Paint Color: BLACK

INSTALL OPTIONS:
Hydraulic Cylinder: 74133 (SUBFRAME)
Hydraulic Reservoir: NESTLED PYRAMID FLAT BOTTOM STD
Power Take Off: M-DRIVE, I-SHIFT - INSTALL PTO
Hydraulic Pump: PUMP KIT-82CC 220 BAR/3200 PSI WITH JIC
In-Cab Controls: M DRIVE/I-SHIFT
Mud Flaps: 36" TEXAS MUD FLAPS
Gravel Guards: STEEL-STAM
Reversing Alarm: YES
Body Prop: ONE
Tailgate Closing Operation: TAILGATE KIT AIR
Exhaust Turnout: 5 INCH
Hi-Lift Tailgate Kit: YES
Decals: STAMPEDE OX LOGOS
Cab Shield Lights: LTS KIT C/S 2 C/M
Side Lights: LTS KIT SIDE LWR FRT C/M - SP&CH 14.5 TO 16FT
Rear Lights: LTS KIT REAR 1SET MET
Truck Plug: MACK BODY BUILDERS PLUGS

2	EA	1.00	2262589	TARP ELEC-MOUNTAIN-10-16FT-MSH-N/FL-INST
3	EA	1.00	1751287	HITCH 22IN 45TON W/GLADS 7-PIN INSTALL

PTO Maintenance:
Per OEM manufacturer guidelines the following recommendations should be followed. Failure to follow OEM guidelines can result in non warrantable failure.
Within the first week of use, recheck the installation of the PTO. Check for leaks and loose mounting hardware (studs, cap screws, nuts). Recheck the cable or lever connections for proper adjustment and tighten any loose connections. At regular maintenance intervals, check adjustments and lubricate moving parts, tighten and repair the connections, mounting hardware, cable or lever linkage. Refer to OEM owners manual for regular maintenance intervals.
**By signing below I acknowledge that I have reviewed the specs above
and confirmed they are correct. I understand that once my order is placed
and sent into production that I will not be able to make changes to the order.
I assume full ownership of the body once production begins.
Due to the current volatility of the metals market, effective February 23, 2021 quotes will be valid for 7 days.
X _____
TRUCK YEAR/MAKE/MODEL _____ CLEAR CT: _____
VIN_____ TRANS_____
ETA_____ DUMP BODY COLOR_____
Pto switch in dash is recommended for all automatic or automated transmissions.
**Tractor valve must be in cab for glads to be plumbed **
Verify ship to address on quote.

City Council Meeting

Item Number: 7

Meeting Date: May 13, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH UNIQUE DIGITAL TECHNOLOGY, LLC, A CONVERGE COMPANY THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR THE PURCHASE AND INSTALLATION OF A RUBRIK BACKUP SOLUTION FOR A TOTAL COST OF $474,358.44; AND APPROPRIATING FUNDS (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Purpose:

Resolution awarding a three (3) year contract for the purchase and installation of a Rubrik Backup Solution from Unique Digital Technology, LLC, A Converge Company through TIPS #230105 for a total cost of $474,358.44.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding in the amount of $474,358.44 is available in Tech Fund (777) and will be appropriated for said purpose.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Staff recommends awarding a three (3) year contract for the purchase and installation of a Rubrik Backup Solution through TIPS #230105. We are members of this 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 Gorgees Eskander, Chief Information Officer, for more information.

Therefore, please consider a resolution awarding a three (3) year contract for the purchase and installation of a Rubrik Backup Solution from Unique Digital Technology, LLC, A Converge Company through TIPS #230105 for a total cost of $474,358.44.

Morris Williams Jr.

City Manager's Office

City Council Agenda Item

DATE: **April 08, 2025**

TO: Erika Martinez, Purchasing Manager

FROM: Gorgees Eskander, Chief Information Officer

SUBJECT: Consider a resolution approving a three-year agreement for the purchase of a Rubrik Backup Solution for a total cost of $474,358.44 from Converge Technology Solutions via TIPS #230105.

Purpose:
Consider a resolution approving a three-year agreement for the purchase of a Rubrik Backup Solution, including on-premise and cloud-based components, for a total cost of $474,358.44. This purchase is budgeted and supports the City's ongoing efforts to strengthen data protection and disaster recovery capabilities.

Discussion:
To ensure continuity of operations and safeguard critical data, staff recommend entering into a three-year agreement for a comprehensive backup solution from Rubrik. This solution will enhance the City's ability to protect against data loss, reduce recovery times, and ensure compliance with best practices for data resiliency. It also positions the City to respond more effectively to potential cyber threats, natural disasters, or hardware failures.

The total cost of this agreement is $474,358.44. Funding in the amount of $474,358.44 is available in Fund (777) and will be appropriated for said purpose.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH UNIQUE DIGITAL TECHNOLOGY, LLC, A CONVERGE COMPANY THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR THE PURCHASE AND INSTALLATION OF A RUBRIK BACKUP SOLUTION FOR A TOTAL COST OF $474,358.44; AND APPROPRIATING FUNDS

WHEREAS, The Interlocal Purchasing System ("*TIPS*") is a cooperative purchasing agency with which the City of Midland (the "*City*") participates with on purchases through a cooperative purchasing program in accordance with Tex. Loc. Gov't Code § 271.102; and

WHEREAS, Unique Digital Technology, LLC, a Converge Company has submitted a total proposed cost to the City of $474,358.44 for the purchase and installation of a Rubrik backup solution through TIPS; and

WHEREAS, the City Council finds the price proposed by Unique Digital Technology, LLC, a Converge Company through TIPS, for the purchase and installation of a Rubrik backup solution to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Unique Digital Technology, LLC, a Converge Company for the purchase and installation of a Rubrik backup solution through TIPS;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract for the purchase and installation of a Rubrik backup solution, through TIPS, for a total cost of $474,358.44. Said contract being attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION TWO. That the funds are available in the Tech Fund (777) and shall be appropriated for said purpose.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Unique Digital Technology, LLC, a Converge Company in accordance with the

provisions of the above-referenced contract from funds available in the project established by the City of Midland Finance Department upon receipt of proper invoices or statements approved by the City Manager or his designee.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, Interim City Attorney

THE CITY OF MIDLAND

CONTRACT

Contract No. 25004643

THIS CONTRACT, effective the 14 day of May, 2025, by and between the City of Midland, hereinafter referred to as "CITY", and Unique Digital Technology, LLC, A Converge Company, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 474,358.44 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the purchase and installation of the Rubrik Backup Solution. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Intentionally Omitted
EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Gorgees Eskander 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 260 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

17. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to

this contract shall have any third-party beneficiary or other rights hereunder.

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

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

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, Interim 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 Unique Digital Technology, LLC, A Converge Company, 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 _____

City of Midland– Rubrik 3 Year FINAL

Quote #: QUO-UDI032598

Version: 6
Date: 05/02/2025
Expiration Date: 05/23/2025
Payment Terms: Net 30

Caitlin Matheny
Account Executive
caitlin.matheny@convergetp.com

Unique Digital
1300 W. Sam Houston Parkway S.
Suite 235
Houston, TX 77042

Bill To:

City of Midland

300 North Loraine Street
Midland, TX - Texas 79701
Gorgees Eskander

geskander@midlandtexas.gov

Ship To:

City of Midland

,
Gorgees Eskander

geskander@midlandtexas.gov

Products

Line	Qty	Product	Product Description	List Price	Price	Ext. Price
1	2	RS-HW-SVC-R7K-PE-S3	Support for R7000-3 hardware, prepay; Premium support HW: RHA-7412-01 Term: 36 Months	$14,940.00	$13,894.20	$27,788.40
2	2	RHA-7412-01	R7412 Appliance, 4-node, 144TB raw HDD, 30.7TB NvMe, SFP+ NIC	$36,473.79	$33,920.62	$67,841.24
3	4	RCA-F3M-CBL-01	Fiber Optic OM3 LC/LC Cable, 3M, pack of 4	$74.01	$68.56	$274.24
4	4	RCA-SFP-TSR-01	10G/1G Dual Rate SFP+ Transceiver, pack of 4	$463.64	$431.19	$1,724.76
5	180	RS-BT-FE-RSCG-PE-PP	Rubrik Security Cloud - Government, Foundation Edition, per usable BETB, Premium Support, Prepay HW: RHA-7412-01 Term: 36 Months	$5,850.00	$1,786.11	$321,499.80
6	250	RS-BT-CVAG-PE-PP	Rubrik Cloud Vault - Archive - Government, per BETB, Premium Support, Prepay Term: 36 Months	$158.40	$147.12	$36,780.00
Services & Training						
7	2	RA-PS-INST-ONST	Rubrik Professional Services, Onsite Installation and Configuration of up to 8 (briks/32 nodes) per site, must be used within 6 months of purchase, prepay	$7,500.00	$6,975.00	$13,950.00
8	3	RA-TRN-VTL-PP	This public 4-Day Introduction to Rubrik Security Cloud Virtual Bootcamp is $3,000 per person / per seat, prepay. For customers with on-premise workloads like VMs, Filesets, Databases. NOT for SaaS/UCL exclusive customers.	$3,000.00	$1,500.00	$4,500.00

Subtotal: **$474,358.44**

Quote Summary

Description	Amount
Products	$474,358.44

Total (USD): **$474,358.44**

Unique Digital Reseller of TIG TIPs contract #230105

• Payment Terms, as established or upon credit approval.
• FOB Destination.
• Taxes, freight and other fees not included unless otherwise stated.
• Returns or exchanges are at the discretion of the Manufacturer.
• Order may be delivered in multiple shipments, and customer agrees to pay partial payments as product is delivered.
• Supplier is acting as a reseller of the Original Equipment Manufacturer (OEM). The products and services set forth on this quote are subject to the Terms and Condition of the TIPS contract, this Quote, and the OEM end user terms found at: http://www.rubrik.com/legal. This Quote contains one or more products or features which is subject to the 'Dependent Add-On' portion of the General terms in the Licensing Guide found at: https://www.rubrik.com/legal.
• Customer contract and this Quote, including the Vendor’s terms and conditions therein, represent the complete and final agreement and supersedes all prior understandings, including but not limited to, any negotiations, representations, and terms listed on a Customer's purchase order.
• To the extent that this Quote is a multi-year commitment, this quote cannot be cancelled or terminated unless agreed to, in writing, by the Vendor.
• It is our full intent to hold pricing firm until the end of the contract term but given recent developments in global trade policies and the potential tariffs, we would like to bring to your attention that materials and imported goods may be subject to higher costs and impact the supply chain that may impact pricing. We are committed to transparency and will ensure you are kept informed of any price adjustments as soon as they are identified.

City of Midland

Signature: _____

Name: _____

Date: _____

PO Number: _____

EXHIBIT D - Building Wage Rate rev 01/05/2024

"General Decision Number: TX20240261 01/05/2024

Superseded General Decision Number: TX20230261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number | Publication Date
0 | 01/05/2024

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER	$ 37.00	24.64

ENGI0178-005 06/01/2020

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

IRON0084-011 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 27.51	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

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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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: TX20240002 01/05/2024

Superseded General Decision Number: TX20230002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

|_____|_____|

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55 **	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36 **	
Structures	$ 13.52 **	
LABORER		
Asphalt Raker	$ 12.28 **	
Flagger	$ 9.30 **	
Laborer, Common	$ 10.30 **	
Laborer, Utility	$ 11.80 **	
Work Zone Barricade Servicer	$ 10.30 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87 **	
Asphalt Paving Machine	$ 13.40 **	
Broom and Sweeper	$ 11.21 **	
Crane, Lattice Boom 80 Tons or Less	$ 16.82 **	
Crawler Tractor Operator	$ 13.96 **	
Excavator, 50,000 lbs or less	$ 13.46 **	
Front End Loader Operator, Over 3 CY	$ 12.77 **	

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     Front End Loader, 3CY or
     less.....................$ 12.28 **
     Loader/Backhoe...........$ 14.18 **
     Mechanic.................$ 20.14
     Milling Machine..........$ 15.54 **
     Motor Grader,  Rough.....$ 16.15 **
     Motor Grader, Fine.......$ 17.49
     Pavement Marking Machine....$ 16.42 **
     Reclaimer/Pulverizer.....$ 12.85 **
     Roller, Asphalt..........$ 10.95 **
     Roller, Other............$ 10.36 **
     Scraper..................$ 10.61 **
     Spreader Box.............$ 12.60 **

Servicer.....................$ 13.98 **

Steel Worker (Reinforcing).....$ 13.50 **

TRUCK DRIVER
     Lowboy-Float.............$ 14.46 **
     Single Axle..............$ 12.74 **
     Single or Tandem Axle Dump..$ 11.33 **
     Tandem Axle Tractor with
     Semi.....................$ 12.49 **
----------------------------------------------------------------

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

================================================================

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 ($17.20) or 13658
($12.90).  Please see the Note at the top of the wage
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which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

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
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preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION"

City of Midland– Rubrik 3 Year FINAL

Quote #: QUO-UDI032598

Version: 6
Date: 05/02/2025
Expiration Date: 05/23/2025
Payment Terms: Net 30

Caitlin Matheny
Account Executive
caitlin.matheny@convergetp.com

Unique Digital
1300 W. Sam Houston Parkway S.
Suite 235
Houston, TX 77042

Bill To:

City of Midland

300 North Loraine Street
Midland, TX - Texas 79701
Gorgees Eskander

geskander@midlandtexas.gov

Ship To:

City of Midland

,
Gorgees Eskander

geskander@midlandtexas.gov

Products

Line	Qty	Product	Product Description	List Price	Price	Ext. Price
1	2	RS-HW-SVC-R7K-PE-S3	Support for R7000-3 hardware, prepay; Premium support HW: RHA-7412-01 Term: 36 Months	$14,940.00	$13,894.20	$27,788.40
2	2	RHA-7412-01	R7412 Appliance, 4-node, 144TB raw HDD, 30.7TB NvMe, SFP+ NIC	$36,473.79	$33,920.62	$67,841.24
3	4	RCA-F3M-CBL-01	Fiber Optic OM3 LC/LC Cable, 3M, pack of 4	$74.01	$68.56	$274.24
4	4	RCA-SFP-TSR-01	10G/1G Dual Rate SFP+ Transceiver, pack of 4	$463.64	$431.19	$1,724.76
5	180	RS-BT-FE-RSCG-PE-PP	Rubrik Security Cloud - Government, Foundation Edition, per usable BETB, Premium Support, Prepay HW: RHA-7412-01 Term: 36 Months	$5,850.00	$1,786.11	$321,499.80
6	250	RS-BT-CVAG-PE-PP	Rubrik Cloud Vault - Archive - Government, per BETB, Premium Support, Prepay Term: 36 Months	$158.40	$147.12	$36,780.00
Services & Training						
7	2	RA-PS-INST-ONST	Rubrik Professional Services, Onsite Installation and Configuration of up to 8 (briks/32 nodes) per site, must be used within 6 months of purchase, prepay	$7,500.00	$6,975.00	$13,950.00
8	3	RA-TRN-VTL-PP	This public 4-Day Introduction to Rubrik Security Cloud Virtual Bootcamp is $3,000 per person / per seat, prepay. For customers with on-premise workloads like VMs, Filesets, Databases. NOT for SaaS/UCL exclusive customers.	$3,000.00	$1,500.00	$4,500.00

Subtotal: **$474,358.44**

PACKET 7.35 May 13, 2025

Quote Summary

Description	Amount
Products	$474,358.44

Total (USD): **$474,358.44**

Unique Digital Reseller of TIG TIPs contract #230105

• Payment Terms, as established or upon credit approval.
• FOB Destination.
• Taxes, freight and other fees not included unless otherwise stated.
• Returns or exchanges are at the discretion of the Manufacturer.
• Order may be delivered in multiple shipments, and customer agrees to pay partial payments as product is delivered.
• Supplier is acting as a reseller of the Original Equipment Manufacturer (OEM). The products and services set forth on this quote are subject to the Terms and Condition of the TIPS contract, this Quote, and the OEM end user terms found at: http://www.rubrik.com/legal. This Quote contains one or more products or features which is subject to the 'Dependent Add-On' portion of the General terms in the Licensing Guide found at: https://www.rubrik.com/legal.
• Customer contract and this Quote, including the Vendor’s terms and conditions therein, represent the complete and final agreement and supersedes all prior understandings, including but not limited to, any negotiations, representations, and terms listed on a Customer's purchase order.
• To the extent that this Quote is a multi-year commitment, this quote cannot be cancelled or terminated unless agreed to, in writing, by the Vendor.
• It is our full intent to hold pricing firm until the end of the contract term but given recent developments in global trade policies and the potential tariffs, we would like to bring to your attention that materials and imported goods may be subject to higher costs and impact the supply chain that may impact pricing. We are committed to transparency and will ensure you are kept informed of any price adjustments as soon as they are identified.

City of Midland

Signature: _____

Name: _____

Date: _____

PO Number: _____

THE CITY OF MIDLAND

CONTRACT

Contract No. 25004643

THIS CONTRACT, effective the 14 day of May, 2025, by and between the City of Midland, hereinafter referred to as "CITY", and Unique Digital Technology, LLC, A Converge Company, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 474,358.44 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the purchase and installation of the Rubrik Backup Solution. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Intentionally Omitted
EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Gorgees Eskander 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 260 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

17. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to

this contract shall have any third-party beneficiary or other rights hereunder.

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

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

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, Interim 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 Unique Digital Technology, LLC, A Converge Company, 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 _____

City of Midland– Rubrik 3 Year FINAL

Quote #: QUO-UDI032598

Version: 6
Date: 05/02/2025
Expiration Date: 05/23/2025
Payment Terms: Net 30

Caitlin Matheny
Account Executive
caitlin.matheny@convergetp.com

Unique Digital
1300 W. Sam Houston Parkway S.
Suite 235
Houston, TX 77042

Bill To:

City of Midland

300 North Loraine Street
Midland, TX - Texas 79701
Gorgees Eskander

geskander@midlandtexas.gov

Ship To:

City of Midland

,
Gorgees Eskander

geskander@midlandtexas.gov

Products

Line	Qty	Product	Product Description	List Price	Price	Ext. Price
1	2	RS-HW-SVC-R7K-PE-S3	Support for R7000-3 hardware, prepay; Premium support HW: RHA-7412-01 Term: 36 Months	$14,940.00	$13,894.20	$27,788.40
2	2	RHA-7412-01	R7412 Appliance, 4-node, 144TB raw HDD, 30.7TB NvMe, SFP+ NIC	$36,473.79	$33,920.62	$67,841.24
3	4	RCA-F3M-CBL-01	Fiber Optic OM3 LC/LC Cable, 3M, pack of 4	$74.01	$68.56	$274.24
4	4	RCA-SFP-TSR-01	10G/1G Dual Rate SFP+ Transceiver, pack of 4	$463.64	$431.19	$1,724.76
5	180	RS-BT-FE-RSCG-PE-PP	Rubrik Security Cloud - Government, Foundation Edition, per usable BETB, Premium Support, Prepay HW: RHA-7412-01 Term: 36 Months	$5,850.00	$1,786.11	$321,499.80
6	250	RS-BT-CVAG-PE-PP	Rubrik Cloud Vault - Archive - Government, per BETB, Premium Support, Prepay Term: 36 Months	$158.40	$147.12	$36,780.00
Services & Training						
7	2	RA-PS-INST-ONST	Rubrik Professional Services, Onsite Installation and Configuration of up to 8 (briks/32 nodes) per site, must be used within 6 months of purchase, prepay	$7,500.00	$6,975.00	$13,950.00
8	3	RA-TRN-VTL-PP	This public 4-Day Introduction to Rubrik Security Cloud Virtual Bootcamp is $3,000 per person / per seat, prepay. For customers with on-premise workloads like VMs, Filesets, Databases. NOT for SaaS/UCL exclusive customers.	$3,000.00	$1,500.00	$4,500.00

Subtotal: **$474,358.44**

PACKET 7.50 May 13, 2025

Quote Summary

Description	Amount
Products	$474,358.44

Total (USD): **$474,358.44**

Unique Digital Reseller of TIG TIPs contract #230105

• Payment Terms, as established or upon credit approval.
• FOB Destination.
• Taxes, freight and other fees not included unless otherwise stated.
• Returns or exchanges are at the discretion of the Manufacturer.
• Order may be delivered in multiple shipments, and customer agrees to pay partial payments as product is delivered.
• Supplier is acting as a reseller of the Original Equipment Manufacturer (OEM). The products and services set forth on this quote are subject to the Terms and Condition of the TIPS contract, this Quote, and the OEM end user terms found at: http://www.rubrik.com/legal. This Quote contains one or more products or features which is subject to the 'Dependent Add-On' portion of the General terms in the Licensing Guide found at: https://www.rubrik.com/legal.
• Customer contract and this Quote, including the Vendor's terms and conditions therein, represent the complete and final agreement and supersedes all prior understandings, including but not limited to, any negotiations, representations, and terms listed on a Customer's purchase order.
• To the extent that this Quote is a multi-year commitment, this quote cannot be cancelled or terminated unless agreed to, in writing, by the Vendor.
• It is our full intent to hold pricing firm until the end of the contract term but given recent developments in global trade policies and the potential tariffs, we would like to bring to your attention that materials and imported goods may be subject to higher costs and impact the supply chain that may impact pricing. We are committed to transparency and will ensure you are kept informed of any price adjustments as soon as they are identified.

City of Midland

Signature: _____

Name: _____

Date: _____

PO Number: _____

EXHIBIT D - Building Wage Rate rev 01/05/2024

"General Decision Number: TX20240261 01/05/2024

Superseded General Decision Number: TX20230261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number 0 — Publication Date 01/05/2024

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER	$ 37.00	24.64

ENGI0178-005 06/01/2020

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

IRON0084-011 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 27.51	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76 **	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27 **	0.00
IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80 **	0.00
LABORER: Mason Tender - Brick	$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58 **	0.00
LABORER: Pipelayer	$ 12.49 **	2.13
LABORER: Roof Tearoff	$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.25 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93 **	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 16.22 **	0.34
OPERATOR: Forklift	$ 14.83 **	0.00
OPERATOR: Grader/Blade	$ 13.37 **	0.00
OPERATOR: Loader	$ 13.55 **	0.94
OPERATOR: Mechanic	$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 16.03 **	0.00

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

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

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

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

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

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

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

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

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

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

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

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

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: TX20240002 01/05/2024

Superseded General Decision Number: TX20230002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

|_____|_____|

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55 **	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36 **	
Structures	$ 13.52 **	
LABORER		
Asphalt Raker	$ 12.28 **	
Flagger	$ 9.30 **	
Laborer, Common	$ 10.30 **	
Laborer, Utility	$ 11.80 **	
Work Zone Barricade Servicer	$ 10.30 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87 **	
Asphalt Paving Machine	$ 13.40 **	
Broom and Sweeper	$ 11.21 **	
Crane, Lattice Boom 80 Tons or Less	$ 16.82 **	
Crawler Tractor Operator	$ 13.96 **	
Excavator, 50,000 lbs or less	$ 13.46 **	
Front End Loader Operator, Over 3 CY	$ 12.77 **	

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     Front End Loader, 3CY or
     less.....................$ 12.28 **
     Loader/Backhoe...........$ 14.18 **
     Mechanic.................$ 20.14
     Milling Machine..........$ 15.54 **
     Motor Grader,  Rough.....$ 16.15 **
     Motor Grader, Fine.......$ 17.49
     Pavement Marking Machine....$ 16.42 **
     Reclaimer/Pulverizer.....$ 12.85 **
     Roller, Asphalt..........$ 10.95 **
     Roller, Other............$ 10.36 **
     Scraper..................$ 10.61 **
     Spreader Box.............$ 12.60 **

Servicer.....................$ 13.98 **

Steel Worker (Reinforcing).....$ 13.50 **

TRUCK DRIVER
     Lowboy-Float.............$ 14.46 **
     Single Axle..............$ 12.74 **
     Single or Tandem Axle Dump..$ 11.33 **
     Tandem Axle Tractor with
     Semi.....................$ 12.49 **
----------------------------------------------------------------

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

================================================================

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minimum wage under Executive Order 14026 ($17.20) or 13658
($12.90).  Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
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their agencies, are a party.

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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
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preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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U.S. Department of Labor
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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

City Council Meeting

Item Number: 8

Meeting Date: May 13, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AWARDING A CONTRACT TO DOWTECH SPECIALTY CONTRACTORS, INC., FOR THE SOLIDS HANDLING IMPROVEMENTS PROJECT FOR THE UTILITIES DEPARTMENT FOR THE AMOUNT OF $3,735,304.00; APPROVING $560,296.00 FOR CONTINGENCIES; AND APPROPRIATING AND TRANSFERRING FUNDS (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Purpose:

Resolution awarding the execution of a contract for the Solids Handling Improvements Project at the Water Purification Plant to Dowtech Specialty Contractors, Inc. of Baird, Texas for the amount of $3,735,304.00 approving $560,296.00 for contingencies for a total cost of $4,295,600.00 and transferring and appropriating funds; and authorizing payment for the Utilities Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Utilities Fund unappropriated fund balance and will be appropriated and transferred to a project for this purpose.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The City Manager approved specifications and authorized advertisement for bids for the Solids Handling Improvements Project at the Water Purification Plant. Thirty-three (33) bid requests were issued. We received two (2) bids. Staff recommends awarding the contract to the apparent low bidder, Dowtech Specialty Contractors, Inc. This award enables the City to initiate vital capital improvements outlined in the 2024 assessment, marking a significant step forward in advancing future infrastructure expansion. Please see the attached memo from, Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution awarding a contract to for the Solids Handling Improvements Project at the Water Purification Plant to Dowtech Specialty Contractors, Inc. of Baird, Texas for the amount of $3,735,304.00 approving $560,296.00 for contingencies for a total cost of $4,295,600.00 and transferring and appropriating funds; and authorizing payment.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

INTEROFFICE MEMORANDUM
To: Erika Martinez, Purchasing Manager
From: Carl Craigo, PE
Date: 5/2/2025
Subject: Recommendation to Award Bid – Solids Handling Improvements at the Water Purification Plant

Dear Erika,

Following the comprehensive Condition Assessment of the City of Midland's Water Purification Plant (WPP) completed by Freese and Nichols in early 2024, the Utilities Department identified several critical needs related to solids handling processes. These findings emphasized the importance of improving dewatering infrastructure and maintaining regulatory compliance while enhancing the operational efficiency of the WPP.

In response to these findings, the City initiated a bidding process for the **Solids Handling Improvements Project**. Bids were opened on April 9, 2025. Enprotec / Hibbs & Todd (eHT), the project consultant, has reviewed the bid submissions and recommends awarding the contract to **Dowtech Specialty Contractors, Inc.**, the lowest responsible and responsive bidder, for a total contract amount of **$3,735,304**, which includes the following accepted alternates:

- Two (2) Additional Dewatering Barrels – $280,488
- Additional 24 Months Warranty – $21,816

The contract award will also include a **15% contingency**, bringing the total project budget to **$4,295,600**. Funding for this project will come from **Impact Fees**, ensuring growth pays for growth and aligns with the financial planning principles set forth by the City Council.

This project represents the **first step in opening up additional land for expanded clearwell storage capacity**, a critical need for the continued expansion of the City of Midland's water system and to support anticipated population growth. The improvements to solids handling operations are a prerequisite to clearing space for future storage infrastructure on-site.

This recommendation is aligned with **Goal 6 of the City of Midland's Strategic Plan**: *Ensure the City has the infrastructure needed to support a growing population.* Enhancing the reliability and efficiency of WPP operations ensures long-term water quality, supports planned development, and strengthens resiliency within our utility systems.

Recommendation:
I recommend approval of the bid award to **Dowtech Specialty Contractors, Inc.** for the WPP Solids Handling Improvements Project. This award will allow the City to begin implementing critical capital improvements identified in the 2024 assessment and take a major step toward future infrastructure expansion.

Please let me know if you require any further information.

Sincerely,
Carl Craigo, PE
Utilities Director

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO DOWTECH SPECIALTY CONTRACTORS, INC., FOR THE SOLIDS HANDLING IMPROVEMENTS PROJECT FOR THE UTILITIES DEPARTMENT FOR THE AMOUNT OF $3,735,304.00; APPROVING $560,296.00 FOR CONTINGENCIES; AND APPROPRIATING AND TRANSFERRING FUNDS

WHEREAS, the City Manager approved plans and specifications and authorized advertisement for bids for the Solids Handling Improvements Project; and

WHEREAS, bids were opened on April 9, 2025, with the lowest responsible bid was submitted by Dowtech Specialty Contractors, Inc., for the amount of $3,735,304.00 as shown on the bid tabulation attached hereto as Exhibit "A", which is incorporate herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by Dowtech Specialty Contractors, Inc., for the Solids Handling Improvements Project to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Dowtech Specialty Contractors, Inc., for the Solids Handling Improvements Project; and

WHEREAS, the City Council finds it to be in the public interest to approve $560,296.00 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 for the amount of $3,735,304.00 with Dowtech Specialty Contractors, Inc., for the Solids Handling Improvements Project. Said contract being to be kept on file in the office of the City Secretary and referenced by the date and number of this Resolution.

SECTION TWO. That the sum of $560,296.00 for contingencies is hereby approved.

SECTION THREE. That funding is available in the Utilities Fund unappropriated fund balance and shall be appropriated and transferred to a project for this purpose.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Dowtech Specialty Contractors, Inc., in accordance with the provisions of the above-referenced contract from funds available in the project established by the City of Midland Finance Department upon receipt of proper invoices or statements approved by the City Manager or his designee.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____

Nicholas Toulet, Interim City Attorney

Enprotec / Hibbs & Todd, Inc., 402 Cedar Street, Abilene, Texas 79601

TABULATION OF BIDS FOR: Water Treatment Plant Solids Handling Improvements, City of Midland, Texas

BIDS RECEIVED: 4/9/2025

PE Firm Registration No. 1151

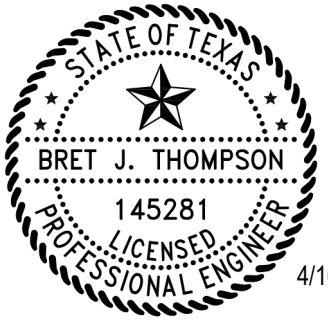
BASE BID				Dowtech Specialty Contractors		MH Civil Constructors	
Item No.	Quantity	Unit	Item	Unit Cost	Amount	Unit Cost	Amount
1	1	LS	Mobilization, bonds & insurance	$ 165,438.00	$ 165,438.00	$ 400,000.00	$ 400,000.00
2	1	LS	Remove and replace existing Submersible Pumps	$ 229,259.00	$ 229,259.00	$ 320,000.00	$ 320,000.00
3	1	LS	Modifications to existing Solids Holding Basin	$ 483,517.00	$ 483,517.00	$ 660,000.00	$ 660,000.00
4	1	LS	Modifications to existing Gravity Thickener Basin	$ 36,843.00	$ 36,843.00	$ 320,000.00	$ 320,000.00
5	1	LS	Remove and replace existing Progressive Cavity Pumps	$ 121,200.00	$ 121,200.00	$ 550,000.00	$ 550,000.00
6	1	LS	Volute Dewatering Press with 2 Barrels and Polymer System	$ 1,700,927.00	$ 1,700,927.00	$ 3,915,000.00	$ 3,915,000.00
7	1	LS	Modifications to Sludge Dewatering Building	$ 407,631.00	$ 407,631.00	$ 1,160,000.00	$ 1,160,000.00
8	1	LS	Furnish and install listed Equipment above	$ 188,185.00	$ 188,185.00	$ 664,000.00	$ 664,000.00
9	1	LS	Allowance for work directed by City	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00
TOTAL BASE BID PRICE (Items 1 thru 9)					**$ 3,433,000.00**		**$ 8,089,000.00**

ALTERNATE BID				Dowtech Specialty Contractors		MH Civil Constructors	
Item No.	Quantity	Unit	Item	Unit Cost	Amount	Unit Cost	Amount
A1	1	LS	One (1) Additional Dewatering Barrel	$ 141,410.00	$ 141,410.00	$ 260,000.00	$ 260,000.00
A2	1	LS	Two (2) Additional Dewatering Barrels	$ 280,488.00	$ 280,488.00	$ 520,000.00	$ 520,000.00
A3	1	LS	Additional 12 Months Warranty	$ 18,180.00	$ 18,180.00	$ 15,000.00	$ 15,000.00
A4	1	LS	Additional 24 Months Warranty	$ 21,816.00	$ 21,816.00	$ 18,000.00	$ 18,000.00
A5	1	LS	Replace Line Item 5 with Two (2) Double Disc Pumps	$ (25,000.00)	$ (25,000.00)	NO BID	NO BID
A6	1	LS	Alternative to Line Item 4 to Demolish Existing Gravity Thickener	$ 285,883.00	$ 285,883.00	$ 530,000.00	$ 530,000.00
A7	1	LS	Additional Volute Dewatering Press w/2 Barrels & Polymer System	$ 1,600,000.00	$ 1,600,000.00	$ 1,541,000.00	$ 1,541,000.00

I, BRET THOMPSON, P.E., #145281, DO HEREBY CERTIFY THAT THE ABOVE REFERENCED BIDS WERE RECEIVED, IN ACCORDANCE WITH THE ADVERTISED PROCEDURES, OPENED, AND READ ALOUD. THE BID TABULATION HEREIN IS A TRUE AND ACCURATE REPRESENTATION OF THE BIDS READ ALOUD.

Bret Thompson

BRET THOMPSON, P.E., #145281



4/10/2025

Enprotec | Hibbs & Todd

April 25, 2025

City of Midland, Texas
City Secretary's Office
Midland, TX 79702
Attn: Ms. Mirna Granados, Buyer II

Re: Recommendation of Award
Water Treatment Plant - Solids Handling Improvements
City of Midland, Texas

Dear Sir/Madam:

Bids were received for the referenced project on April 9, 2025, and were opened and read aloud at City Secretary's Office. A total of two (2) bids were received that are summarized in the attached bid tabulation. The apparent low bidder for Solids Handling Improvements Project is Dowtech Specialty Contractors, Inc., of Baird, Texas, with a total base bid amount of $3,433,000.

The responsiveness of the low bidder has been scored for pricing, qualifications, time, and safety record as stated in the Contract Documents. The Contractor has demonstrated the ability to perform successfully in projects previously completed and the qualifications submitted by the low bidder have been evaluated in accordance with the Contract Documents. The contractor's bid meets all requirements of the Contract Documents and therefore no informalities of the bid process were required to be waived.

The project had several alternative bid items submitted on by the Contractor. Upon further evaluation by the City, the following alternate bid items have been selected by the City:

- Two (2) Additional Dewatering Barrels: $280,488 (Additive)
- Additional 24 Months Warranty: $21,816 (Additive)

Based upon the information provided, our review of the low bidder's references, and previous experience with the low bidder constructing similar projects, it is recommended that the award of the construction contract for the Solids Handling Improvements project be made to Dowtech Specialty Contractors, Inc., as the lowest, responsible, responsive bidder, for the total Bid amount (including alternatives) of $3,735,304.00.

We look forward to working with the City as this project moves into the construction phase.

Sincerely,

Enprotec / Hibbs & Todd

Bret Thompson

Bret Thompson, P.E.

BT/jd

Encl: Bid Tabulation

c: Mirna Granados, City of Midland
Project File 8207-3

Enprotec | Hibbs & Todd • 402 Cedar Street • Abilene, Texas 79601 • T (325) 698-5560 • F (325) 690-3240 • www.e-ht.com
Abilene I Lubbock I Granbury • PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 10011900

Enprotec / Hibbs & Todd, Inc., 402 Cedar Street, Abilene, Texas 79601

TABULATION OF BIDS FOR: Water Treatment Plant Solids Handling Improvements, City of Midland, Texas

BIDS RECEIVED: 4/9/2025

PE Firm Registration No. 1151

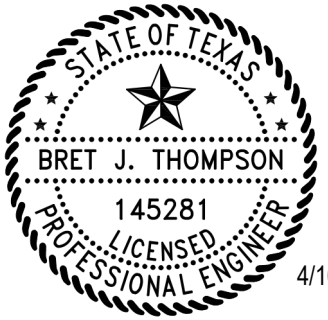
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Bret Thompson

BRET THOMPSON, P.E., #145281



4/10/2025

THE CITY OF MIDLAND

CONTRACT

Contract No.25003631

THIS CONTRACT, effective the 14 day of May, 2025, by and between the City of Midland, hereinafter referred to as "CITY", and Dowtech Specialty Contractors Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 3,735,304.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the solids handling improvements at the City of Midland Water Treatment Plant. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

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

3. **City:** The words "CITY's Representative" or "representative" shall mean Carl Craigo 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 365 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

17. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to

this contract shall have any third-party beneficiary or other rights hereunder.

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

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

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, Interim 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 Dowtech Specialty Contractors 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 _____

EXHIBIT C

Bonding Requirements

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

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

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

ADDENDUM NO. 4

REQUEST FOR PROPOSALS (RFP)

CITY OF MIDLAND
Water Treatment Plant Solids Handling Improvements

The City of Midland (Owner) is now accepting proposals in order to evaluate pricing and qualifications of a contractor to construct the work identified as Water Treatment Plant Solids Handling Improvements Project. Sealed proposals will be received until **2:00 p.m. on April 9, 2025**. Proposers shall deliver sealed proposals to the Owner at the following address:

City of Midland
Attn: City Secretary's Office
300 N. Loraine, Suite 330
Midland, Texas 79701

OR

City of Midland
Attn: City Secretary's Office
P O Box 1152
Midland, Texas 79702

Proposal Documents may be obtained from Civcast at www.civcastusa.com. Neither Owner nor Engineer will be responsible for full or partial sets of Proposal Documents, including addenda, if any, obtained from sources other than the Issuing Office.

GENERAL INFORMATION AND OVERVIEW

The purpose of this RFP is to contract with a firm to construct the Midland Solids Handling Improvements at the Midland Water Purification Plant. The work consists of the following primary elements:

- Modifications of existing solids holding tank with surface mixer and decanter.
- Removal and replacement of recycle pump station pumps.
- Modification of existing solids dewatering building.
- Installation of new progressive cavity pumps for solids transfer.
- Installation of new volute dewatering press.
- All necessary appurtenances and electrical improvements.

The City of Midland reserves the right to reject any or all proposals or to waive any informalities in the proposals.

PROPOSAL PROCESS:

1. Requests for Information/Clarification (RFI/C's) shall be submitted to the Engineer no later than 72 hours prior to the RFP submittal deadline. RFI/C's to be requested in writing to:

   Mr. Bret Thompson, PE
   Enprotec/Hibbs & Todd
   1310 Weatherford Highway
   Granbury, Texas 76048
   Phone: 682-498-6000
   Email: bret.thompson@e-ht.com

2. Written responses to RFI/C's requiring Addendum will be made available to all Proposal holders on record no later than 24 hours prior to the RFP Submittal Deadline.

3. One (1) bound copy and one (1) digital PDF version of the Proposal shall be due by the date and time indicated. Proposals received after the closing hour of the due date shall not be considered.

4. Proposal packages must be hand delivered, mailed or shipped by means of a delivery tracking system to confirm delivery time, date, and person signing for delivery.

5. Proposals will be publicly opened and read aloud after the closing hour of the due date.

6. The Owner shall exercise sole discretion as to the schedule and process of evaluating the proposals according to the requirements contained herein.

7. Criteria for award of the Project will include a weighted matrix developed by the Owner, for a maximum number of 100 points, based on the following criteria:

a.	Proposal Pricing (Base Bid)	50%
b.	Proposer Qualifications	30%
c.	Proposal Time	10%
d.	Proposer Safety Record	10%

PROPOSAL FORMAT & REQUIREMENTS:

1. The RFP shall be the basis for each proposal.

2. Proposals shall be addressed to the Owner, as indicated, in a sealed package that shall be independent of the mailing/shipping packages. The proposal package shall be clearly marked as "City of Midland, WPP Solids Handling Improvements, Proposal Package" on the package label. The package label shall include the name and address of the Respondent's company.

3. Proposals shall be submitted in bound documents.

4. Proposals sent by facsimile (fax) machine or by email shall be rejected as being non-responsive to the RFP.

5. Proposal Pricing shall be for the entirety of the work shown or specified and shall be listed on the Price Proposal Sheet of this RFP.

6. All exclusions shall be listed in specific terms, quantities, and values.

7. No Respondent may withdraw its Proposal within 60 days after the actual date of the opening thereof.

8. A Proposal may be withdrawn by an appropriate document duly executed in the same manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted prior to the date and time of the RFP submittal deadline. Upon receipt of such notice, the unopened Proposal will be returned to the Respondent.

   a. If a Respondent wishes to modify its Proposal prior to the RFP submittal deadline, Respondent must withdraw its initial Proposal in the manner specified and submit a new Proposal prior to the date and time of the RFP submittal deadline.

b. If within 24 hours after Proposals are opened any Respondent files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Proposal, that Respondent may withdraw its Proposal, and the Bid Security will be returned. Thereafter, if the Work is rebid, that Proposer will be disqualified from further bidding on the Work.

9. Respondents shall satisfy themselves of the accuracy of the requirements in the RFP by examination of the sites in addition to the review of the Proposal Documents. After proposals have been submitted, the Respondent shall not assert that there was a misunderstanding concerning the quantities of work or the nature of the work to be done. The RFP contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Respondent or relieve them from fulfilling any of the conditions of any Contract awarded under this RFP.

10. A certificate of insurance as provided for in the Proposal Documents, naming Owner and Engineer as co-insured, shall be required for any Contract awarded under this RFP. Respondent's insurance company shall be required to give a minimum of 30 days prior notice of policy or coverage cancellation.

11. A PERFORMANCE and PAYMENT BOND, each in the amount of 100 percent (100%) of the Contract Price, issued by a corporate surety authorized to conduct business in the State of Texas under Article 7.19-1, Texas Insurance Code, will be required for the faithful performance of any Contract awarded under this RFP. Attorneys-in-fact who sign PAYMENT BONDS and PERFORMANCE BONDS must file with each bond a certified and effective dated copy of the power of attorney. The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE AND PAYMENT BONDS within ten (10) calendar days from the date when the NOTICE OF AWARD is delivered to the Proposer. The NOTICE OF AWARD shall be accompanied by the necessary Agreement, Bond Forms, and insurance requirements. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period.

12. Respondent must provide documentation with Proposal proving that they possess a Water Operator D license, or better, in the state of Texas, and the successful Respondent will be required to maintain said license throughout duration of the project.

13. Proposals shall include, at a minimum, the following sections and documentation in response to the RFP:

a. Request for Proposal Document – A complete copy of this RFP, <u>including addenda</u>, if any, shall be submitted as a Proposal Section, in its entirety, to include the Price Proposal Sheet to be completed by the Respondent.

b. Pricing, as follows:

i. Pricing shall be submitted by item on the attached Price Proposal Sheet. Failure to price all listed items may be considered non-responsive to the RFP.

ii. Pricing shall include all proposal development costs, mobilization, labor, material, transportation, equipment, incidentals, appurtenances, demolition, removal, demobilization, overhead, and profit to cover the finished work specified in this RFP document, achieving a

fully functional system.

iii. Pricing shall reflect the Owner's sales tax exempt status.

iv. Pricing shall include all freight and handling costs, F.O.B., Owner's destination.

v. Pricing shall include insurance and bonding costs.

c. Statement of Qualifications Section shall include the following minimum information:

i. Company Profile with listing of principals by percent ownership and their role in the company.

ii. Type of company – corporation, sole proprietorship, etc.

iii. Primary field of business interest (water/wastewater, industry, oil & gas, etc.), listed by percent of revenue.

iv. Date of Incorporation and/or start-up.

v. Number of years under the current ownership structure and business name.

vi. Number and location of offices and technical support centers.

vii. Percentage of this project, based on cost, that shall be:

- Self-performed – completed by company personnel = what percent.
- Sub-contracted – completed by personnel of other companies = what percent.

viii. Listing of all sub-contractors proposed to be used, <u>including a complete Statement of Qualifications as required under this section to be completed by any sub-contractor anticipated to perform over 10% of the work by cost.</u>

ix. Number of employees (not subcontractor employees) dedicated to construction, integration, and technical support.

x. Resume and experience of each person to be assigned to this project, to include:

- The individual's technical background as it relates to this project and related field of interest.
- The individual's duration with the Proposer's company.
- The individual's proximity to the Owner's facilities as a reasonable response expectation for technical and service support.
- The individual's company of employment if different from the Respondent.
- Detailed project-specific and Owner's references for the proposed Project Manager and Field Superintendent.

xi. Areas of specialization including required licenses and certifications.

xii. Area of geographical coverage of related project and service activities.

d. Reference Section shall include:

i. A listing of previous project referenced and experience shall be provided by the Proposer, information to include:

- Name of entity.
- Project name.
- Contact person.
- Phone number.
- City of office.
- Year work completed.

ii. A list of a minimum of three (3) similar projects that include the complexity and magnitude of work to be completed in this project, and that have been completed by the Proposer. The list must include contact names, titles, addresses, email addresses, and telephone numbers for references.

e. Safety Record:

i. Include Business's safety organization and safety performance required in Qualifications Statement.

f. Project Schedule:

i. Include with proposal a detailed project schedule from the Notice to Proceed for the timetable for completing the construction of the Work within the time proposed on the Price Proposal Sheet

ii. Final Completion shall be sixty (60) calendar days from the date established for Substantial Completion.

TERMS AND CONDITIONS:

1. The Owner hereby notifies all Respondents that:

a. The purchase contemplated by this RFP shall be procured in strict compliance with the local, state and federal laws.

b. There is no pre-disposition of award to any particular company at the time of advertisement of this RFP.

c. An invitation to any Respondent, verbal or otherwise, does not waive any requirement set forth in this RFP.

d. In regard to any agreement entered into pursuant to this document, minority business enterprises will be afforded equal opportunities to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, religion, or national origin in consideration for an award.

2. The Owner reserves the right to reject any and/or all proposals, to waive any and all technicalities and to accept any proposal, or part thereof, which in the opinion of the Owner, is most advantageous to the Owner. In case of ambiguity or lack of clarity in stating the prices in the proposal, the Owner reserves the right to consider the most advantageous proposal thereof or to reject the proposal.

3. Respondents may modify their proposal by written addendum at any time prior to the scheduled receipt of proposals, provided such communication is received by the Owner prior to the closing hour of the proposal due date. The addendum should not reveal the proposal pricing, but should provide the addition or subtraction or other modification so that the Owner will not know the final pricing or terms until the sealed proposal, and its addendum, is opened.

4. Owner will not provide interpretation of the meaning of Proposal Documents to any Respondent orally. Such communication must be in writing in the form of an RFI/C and directed to the Engineer as stated herein. Where this RFP is ambiguous or in conflict with on-site conditions, the Respondent shall bring forth questions for clarification, and shall assume all responsibility for a fully functional system prior to submitting a proposal. The Owner and Engineer shall determine the meaning and requirements of any questionable items.

5. Requests for Information/Clarification (RFI/C's) shall be submitted to the Engineer, as previously indicated.

6. Respondents shall assume all responsibility for verifying Engineer's receipt of Requests for Information/Clarification (RFI/C). Where applicable, an addendum or written clarification shall be provided to all Respondents to clarify the meaning of questionable items.

7. Evaluation of proposals will be based on the base-bid criteria stated herein. The best-value proposal submitted by a responsible, responsive, qualified Respondent will be selected for negotiations with the Owner. If proposal amounts exceed the available funds to finance the contract, the Owner may reject all proposals or may award the contract on a negotiated proposal to produce a net amount which is within available funds. The Owner reserves the right to waive any informalities or technical errors that in its judgment will best serve its interests. The Owner may select which alternatives to include in the final contract pricing for the project.

8. At the time of the opening of proposals, each Respondent will be presumed to be thoroughly familiar with the technical requirements, including any addenda, as set forth herein. The failure or omission of any Respondent to examine any site condition, form, instrument, or document shall in no way relieve any Respondent from any obligation with respect to the proposal. It is the Respondent's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the Proposal Documents and all Respondents shall be bound by such addenda, whether or not received by the Respondents.

9. The Owner may make such investigations as deemed necessary to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any

proposal if the evidence submitted by, or the investigation of, such Respondent fails to satisfy the Owner that such Respondent is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

10. Respondents must inform themselves fully of the conditions relating to the construction of the project and the employment of labor therein. Failure to do so will not relieve a successful Respondent of their obligation to furnish all labor and material necessary to carry out the provisions of any Contract awarded under this RFP. The conduct of required work shall not cause any interruptions of, or interfere with, the work of any other contractors.

11. The Respondent's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract as though therein written out in full.

12. The Respondent is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be identified and shall be acceptable to the Owner.

13. With respect to all work performed under this Contract, the Respondent shall meet the following requirements, where scope of work is applicable:

    a. Comply with the safety standards and provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596).

    b. Exercise every precaution at all times for the prevention of accidents and the protection of persons, including employees, and property. Proposer shall conduct weekly safety meetings to insure a safe working environment. The Owner shall reserve the right to request documentation of such meetings and safety training practices.

14. **Provision of Texas Ethics Commission Form 1295 ("TEC Form 1295") by Respondents: Effective January 1, 2016, pursuant to Texas Government Code § 2252.908 (the "Interested Party Disclosure Act" or the "Act"), the Owner may not award the contract to a Respondent unless the Respondent has provided to the Owner a completed, signed and notarized TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the "TEC"). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the Owner. The TEC Form 1295 may accompany the Proposal or may be submitted separately but must be provided to the Owner prior to the award of the contract. For purposes of completing the TEC Form 1295, the entity's name is City of Midland; the contract ID number is 8207 and the description of goods and services is Water Treatment Plant Solids Handling Improvements. Neither the Owner nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any Respondent with respect to the proper completion of the TEC Form 1295.**

SELECTION OF PROPOSER:

Following the review and evaluation of the RFPs, the Owner will notify the most qualified Proposer providing the best-value proposal for the project in writing. Negotiations will be conducted with the selected Proposer to achieve a contract for the Project. If negotiations are unsuccessful, negotiations will be terminated with the Proposer and the Owner will enter into negotiations with the second most qualified, best-value Proposer.

A "Notice of Award" will be issued upon approval of the selected Proposer's contract. A "Notice-to-Proceed" may be issued by the Owner to initiate each work element of the project. The selected Proposer shall be prepared to arrive on site to initiate construction of the proposed improvements upon immediate readiness demanded by the proposed completion date. The selected Proposer shall coordinate its proposed construction schedule with the Owner and Engineer prior to mobilization.

PAYMENT:

Upon notice to proceed, the selected Proposer shall submit a schedule of values to the Engineer for approval as a basis of partial payment requests throughout the project. The selected Proposer may submit monthly invoices for work completed and materials purchased during the previous 30-day period based on the schedule of values. Piping material is not eligible for materials-on-hand. All invoices shall reflect a five percent (5%) retention from the amount of the draw request.

Owner shall remit the net amount of the invoice within 30 days of receipt of the invoice. All retained amounts shall be remitted upon final completion of the project as approved by the Owner and release of a Certificate of Completion.

CONDITIONS OF AWARD:

The Proposals will be considered and evaluated for award based upon the criteria set forth in this RFP.

The Price Proposal Sheet shall be completed with pricing of all items as required by the Proposal Documents of this RFP, and meet the terms thereof. All blank spaces for priced items must be filled in, in ink or typewritten, and the pricing form must be fully completed and executed when submitted. The Owner may waive any informalities or minor defects or reject any or all proposals. The Owner reserves the right to reject any and all proposals, in whole or in part; to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the Owner. In case of ambiguity or lack of completeness in stating the prices in any proposal, the Owner reserves the right to consider the most advantageous thereof.

CITY OF MIDLAND
Water Treatment Plant Solids Handling Improvements
BID PACKAGE PRICE PROPOSAL SHEET

Proposer must completely fill out and provide pricing for all items and sections of the Price Proposal Sheet below.

BID PROPOSAL

ITEM No.	EST QTY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL AMOUNT
1	1 LS	**Mobilization, Bonds and Insurance** (not to exceed 5 percent of proposal) for one hundred sixty five thousand, four hundred thirty eight Dollars and zero Cents per lump sum.	-	$165,438.00
2	1 LS	Remove and replace existing **Submersible Pumps** in the Recycle Pump Station of the WPP as specified, for two hundred twenty nine thousand two hundred fifty nine Dollars and zero Cents per lump sum.	-	$229,259.00
3	1 LS	Modifications to existing **Solids Holding Basin** with the surface mixer and floating decanter as specified, for four hundred eighty three thousand five hundred seventeen Dollars and zero Cents per lump sum.	-	$483,517.00
4	1 LS	Modifications to existing **Gravity Thickener Basin** removal of piping and equipment as specified, for thirty six thousand, eight hundred forty three Dollars and zero Cents per lump sum.	-	$36,843.00
5	1 LS	Remove and replace existing **Progressive Cavity Pumps** in the Sludge Dewatering Building of the WPP as specified, for one hundred twenty one thousand two hundred Dollars and zero Cents per lump sum.	-	$121,200.00
6	1 LS	Installation of new **Volute Dewatering Press with two (2) barrels and polymer system** in the Sludge Dewatering Building of the WPP as specified, for one million, seven hundred thousand nine hundred twenty seven Dollars and zero Cents per lump sum.	-	$1,700,927.00
7	1 LS	Modifications to **Sludge Dewatering Building** in at the WPP as specified, for four hundred seven thousand, six hundred thirty one Dollars and zero Cents per lump sum.	-	$407,631.00

ITEM No.	EST QTY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL AMOUNT
8	1 LS	Furnish and install listed equipment above and remaining improvements shown in the contract documents, all related appurtenances, as shown and as specified, complete and in place, for one hundred eighty eight thousand one hundred eighty five Dollars and zero Cents per lump sum.		$ 188, 185.00
9	1 LS	Allowance for work directed in writing by the City for legitimate project related issues at the direct cost for such work (NOTE: Contractor's cost for bonds, insurance, profits, etc. associated with this allowance shall be included in the lump sum for Bid Item No. 8 above) at a lump sum amount of One Hundred Thousand Dollars and Zero Cents per lump sum.		$ 100,000.00
BID PROPOSAL TOTAL (Items 1 thru 9)			$ 3,433,000.00	

ALTERNATIVE BID PROPOSAL – CIRCLE ADDITIVE OR DEDUCTIVE

ITEM No.	EST QTY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	Additive or Deductive	TOTAL AMOUNT
A1	1 LS	Furnish and install one additional dewatering barrel per Specification 11145, and all related appurtenances, as shown and as specified, complete and in place, for one hundred forty one thousand four hundred ten Dollars and zero Cents per lump sum.	(Additive) Or Deductive	$ 141, 410.00
A2	1 LS	Furnish and install two additional dewatering barrels per Specification 11145, and all related appurtenances, as shown and as specified, complete and in place, for two hundred eighty thousand, four hundred eighty eight Dollars and zero Cents per lump sum.	(Additive) Or Deductive	$ 280, 488.00
A3	1 LS	Furnish an **additional 12 months warranty** (for a total of 36 months) herein for a lump sum of eighteen thousand, one hundred eighty Dollars and zero Cents per lump sum.	(Additive) Or Deductive	$ 18, 180.00
A4	1 LS	Furnish an **additional 24 months warranty** (for a total of 48 months) herein for a lump sum of twenty one thousand, eight hundred sixteen Dollars and zero Cents per lump sum.	(Additive) Or Deductive	$ 21, 816.00

ITEM No.	EST QTY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	Additive or Deductive	TOTAL AMOUNT
A5	1 LS	Replacement of line item 5 with **two (2) double disc pumps** per specification 11169 in the Sludge Dewatering Building of the WPP as specified, for herein for a lump sum of twenty five thousand _____ Dollars and _____ Cents per lump sum.	**Additive** **Or** **Deductive**	$ 25,000.00
A6	1 LS	Alternative to Item 4 to **demolish existing Gravity Thickener** as specified, for herein for a lump sum of two hundred eight five thousand eight hundred eighty three Dollars and zero Cents per lump sum.	**Additive** **Or** **Deductive**	$ 285,883.00
A7	1 LS	Purchase of an additional **Volute Dewatering Press with two (2) barrels and polymer system** per Specification 11145 in the Sludge Dewatering Building of the WPP as specified, for one million, six hundred thousand _____ Dollars and zero Cents per lump sum.	**Additive** **Or** **Deductive**	$ 1,600,000.00

***Maximum allowable Proposal Time for substantial completion is 290 calendar days.**

Proposer agrees that the Work will be substantially complete, as provided in the General Conditions, within the number of calendar days shown above and completed and ready for final payment in accordance with the General Conditions within 60 calendar days after the date that substantial completion is reached.

Respectfully Submitted (Respondent): Gerald Downey
Daytech Specialty Contractors, Inc.

SUBMITTED on April 9, 2025

State Contractor License No. N/A. (If applicable

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with Owner in the form included in the Proposal Documents to perform and furnish all Work as specified or indicated in the Proposal Documents in accordance with the other terms and conditions of this RFP.

2. Proposer accepts all of the terms and conditions of the RFP, including without limitation those dealing with the disposition of pricing security. The Proposal will remain subject to acceptance for 45 days after the Proposal opening, or for such longer period of time that Proposer may agree to in writing upon request of Owner.

3. In submitting this Proposal, Proposer represents, as set forth in the Agreement, that:

   A. Proposer has examined and carefully studied the Proposal Documents, the other related data identified in the Proposal Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
#1	March 5, 2025
#2	March 13, 2025
#3	March 20, 2025
#4	March 27, 2025
#5	March 28, 2025

B. Proposer certifies Proposer is qualified to do business in the state where the Project is located as required by laws, rules, and regulations or, if allowed by stature, covenants to obtain such qualification prior to contract award.

C. Proposer understands and agrees that this Proposal shall form the basis for an agreement with the Owner. Therefore, the undersigned agrees to enter into an agreement to perform and furnish all Work as specified or indicated in the Proposal Documents for the amounts indicated in this Proposal and in accordance with the other terms and conditions of the Proposal Documents.

D. Proposer accepts all of the terms and conditions of these Proposal Documents including, without limitation, those dealing with the disposition of Bid security, required bonds, and the liquidated damages that may be imposed. This Proposal shall remain subject to acceptance for a period of 45 days after the day of Proposal opening. The Proposer shall sign and submit the Agreement with the bonds and other required documents within 10 days after the receipt of Notice of Award from the Owner.

E. Proposer has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Proposal Documents, and the written resolution thereof by Engineer is acceptable to Proposer.

F. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Proposal is submitted.

5. Proposer further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any individual or entity to refrain from proposing; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.

6. Proposer will complete the Work in accordance with the Proposal Documents for the prices proposed in the Price Proposal Sheet or as modified during negotiations with the Owner.

7. Proposer accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times specified.

8. The following documents are attached to and made a condition of this Proposal:

A. Advertisement
B. Notice to Bidders
C. General Conditions of Bidding
D. Qualifications Statement
E. Standard Purchase Terms and Conditions
F. Non-Collusion Affidavit of Prime Proposer

G. Debarment / Suspension Certification
H. Bid Bond Not Required
I. Contract
J. Exhibit C – Bonding Requirements
K. Exhibit D – Heavy & Highway Wage Rates rev. 01/03/2025
L. Exhibit D – Building Water Rates rev. 01/03/2025
M. Performance Bond
N. Payment Bond
O. Standard General Conditions of the Construction Contract
P. Conflict of Interest Reporting Requirements
Q. Conflict of Interest Questionnaire
R. Consideration of Location of Bidder's Principal Place of Business

9. The Proposer is required to include their proposed construction schedule.

Enprotec | Hibbs & Todd

March 5, 2025

CITY OF MIDLAND
MIDLAND, TEXAS
Water Treatment Plant Solids Handling Improvements

Addendum No. 1

Attention is called to the following modifications to the referenced Plans, Specification and Contract Documents for the above referenced project. The City of Midland (City) will receive sealed Proposals for WWP Solids Handling Improvements at the City Secretary's office, located at 300 North Loraine, Suite 330, Midland, TX 79701, by 2:00 p.m., local time on **Wednesday, March 26, 2025**, at which time the sealed Proposals received will be publicly opened and read. We hereby modify the documents as follows:

CONTRACT:

1. The City will **EXTEND** the advertisement date from the original date of March 19, 2025 to **Wednesday, March 26, 2025**, at 2:00 pm.

2. The Request for Proposal Form has been revised to provide a value of **$100,000** in the Owner's Allowance Line Item 9. Please **REPLACE** the Request for Proposal Form in it's entirety with the attached Request for Proposal Form.

SPECIFICATIONS:

1. Section 11410 **"Polymer System"**, 2.1.A. **ADD** the following approved manufacturers to the list:
    a. VeloDyne Polymer System.

2. Section 11145 "Sludge Dewatering Volute Press", **DELETE** the existing specification and **REPLACE** with the **PROPOSED** specification included in this addendum.

CLARIFICATIONS:

1. Conveyor Estimated Lengths are shown below. Contractor is responsible for field verifying all lengths during construction.
    a. 05-SC-3101: **13'-1" +/-**
    b. 05-SC-3101: **20'-4" +/-**
    c. 05-SC-3103: **12'-7" +/-**
    d. 05-SC-3104: **34'-6" +/-**

2. Sheet No. 25, the 6" sludge line center line elevation is **2821.50.**

This addendum consists of twenty seven (27) pages and becomes a part of the referenced plans, specifications and contract documents and shall be acknowledged by the proposer and attached to the sealed proposal submitted.

Bret Thompson

By Bret Thompson P.E. #145281
Project Manager



3/5/2025

Bid Bond

Surety Department

KNOW ALL MEN BY THESE PRESENTS,

That we, **Dowtech Specialty Contractors, Inc.**, as Principal, hereinafter called the Principal, and the **Merchants Bonding Company (Mutual)**, a Corporation created and existing under the laws of the State of **Iowa**, whose principal office is in Des Moines, Iowa, as Surety, hereinafter called the Surety, are held and firmly bound unto the **City of Midland, Texas**, as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Greatest Amount Bid** Dollars ($ ------5%------), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

Water Treatment Plant Solids Handling Improvements

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **26th** day of **March**, 20**25**.

Attest:

Dowtech Specialty Contractors, Inc.
(Principal)

By: Kathy Sneed By Gerald Downey (SEAL) N/A

Witness:

Merchants Bonding Company (Mutual)

By
Kevin J. Dunn, Attorney-in-Fact (SEAL)

MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Bennett Brown; Douglass A Reed; Kevin J Dunn; Roberta Erb; Steven Tucker; Tracy Tucker; W Lawrence Brown

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of March , 2025 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

POA 0018 (6/24)

REQUEST FOR PROPOSALS (RFP)

CITY OF MIDLAND
Water Treatment Plant Solids Handling Improvements

The City of Midland (Owner) is now accepting proposals in order to evaluate pricing and qualifications of a contractor to construct the work identified as Water Treatment Plant Solids Handling Improvements Project. Sealed proposals will be received until **2:00 p.m. on March 19, 2025**. Proposers shall deliver sealed proposals to the Owner at the following address:

City of Midland
Attn: City Secretary's Office
300 N. Loraine, Suite 330
Midland, Texas 79701

OR

City of Midland
Attn: City Secretary's Office
P O Box 1152
Midland, Texas 79702

Proposal Documents may be obtained from Civcast at www.civcastusa.com. Neither Owner nor Engineer will be responsible for full or partial sets of Proposal Documents, including addenda, if any, obtained from sources other than the Issuing Office.

GENERAL INFORMATION AND OVERVIEW

The purpose of this RFP is to contract with a firm to construct the Midland Solids Handling Improvements at the Midland Water Purification Plant. The work consists of the following primary elements:

- Modifications of existing solids holding tank with surface mixer and decanter.
- Removal and replacement of recycle pump station pumps.
- Modification of existing solids dewatering building.
- Installation of new progressive cavity pumps for solids transfer.
- Installation of new volute dewatering press.
- All necessary appurtenances and electrical improvements.

The City of Midland reserves the right to reject any or all proposals or to waive any informalities in the proposals.

PROPOSAL PROCESS:

1. Requests for Information/Clarification (RFI/C's) shall be submitted to the Engineer no later than 72 hours prior to the RFP submittal deadline. RFI/C's to be requested in writing to:

   Mr. Bret Thompson, PE
   Enprotec/Hibbs & Todd
   1310 Weatherford Highway
   Granbury, Texas 76048
   Phone: 682-498-6000
   Email: bret.thompson@e-ht.com

2. Written responses to RFI/C's requiring Addendum will be made available to all Proposal holders on record no later than 24 hours prior to the RFP Submittal Deadline.

3. One (1) bound copy and one (1) digital PDF version of the Proposal shall be due by the date and time indicated. Proposals received after the closing hour of the due date shall not be considered.

4. Proposal packages must be hand delivered, mailed or shipped by means of a delivery tracking system to confirm delivery time, date, and person signing for delivery.

5. Proposals will be publicly opened and read aloud after the closing hour of the due date.

6. The Owner shall exercise sole discretion as to the schedule and process of evaluating the proposals according to the requirements contained herein.

7. Criteria for award of the Project will include a weighted matrix developed by the Owner, for a maximum number of 100 points, based on the following criteria:

a.	Proposal Pricing	50%
b.	Proposer Qualifications	30%
c.	Proposal Time	10%
d.	Proposer Safety Record	10%

PROPOSAL FORMAT & REQUIREMENTS:

1. The RFP shall be the basis for each proposal.

2. Proposals shall be addressed to the Owner, as indicated, in a sealed package that shall be independent of the mailing/shipping packages. The proposal package shall be clearly marked as "City of Midland, WPP Solids Handling Improvements, Proposal Package" on the package label. The package label shall include the name and address of the Respondent's company.

3. Proposals shall be submitted in bound documents.

4. Proposals sent by facsimile (fax) machine or by email shall be rejected as being non-responsive to the RFP.

5. Proposal Pricing shall be for the entirety of the work shown or specified and shall be listed on the Price Proposal Sheet of this RFP.

6. All exclusions shall be listed in specific terms, quantities, and values.

7. No Respondent may withdraw its Proposal within 60 days after the actual date of the opening thereof.

8. A Proposal may be withdrawn by an appropriate document duly executed in the same manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted prior to the date and time of the RFP submittal deadline. Upon receipt of such notice, the unopened Proposal will be returned to the Respondent.

   a. If a Respondent wishes to modify its Proposal prior to the RFP submittal deadline, Respondent must withdraw its initial Proposal in the manner specified and submit a new Proposal prior to the date and time of the RFP submittal deadline.

b. If within 24 hours after Proposals are opened any Respondent files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Proposal, that Respondent may withdraw its Proposal, and the Bid Security will be returned. Thereafter, if the Work is rebid, that Proposer will be disqualified from further bidding on the Work.

9. Respondents shall satisfy themselves of the accuracy of the requirements in the RFP by examination of the sites in addition to the review of the Proposal Documents. After proposals have been submitted, the Respondent shall not assert that there was a misunderstanding concerning the quantities of work or the nature of the work to be done. The RFP contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Respondent or relieve them from fulfilling any of the conditions of any Contract awarded under this RFP.

10. A certificate of insurance as provided for in the Proposal Documents, naming Owner and Engineer as co-insured, shall be required for any Contract awarded under this RFP. Respondent's insurance company shall be required to give a minimum of 30 days prior notice of policy or coverage cancellation.

11. A PERFORMANCE and PAYMENT BOND, each in the amount of 100 percent (100%) of the Contract Price, issued by a corporate surety authorized to conduct business in the State of Texas under Article 7.19-1, Texas Insurance Code, will be required for the faithful performance of any Contract awarded under this RFP. Attorneys-in-fact who sign PAYMENT BONDS and PERFORMANCE BONDS must file with each bond a certified and effective dated copy of the power of attorney. The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE AND PAYMENT BONDS within ten (10) calendar days from the date when the NOTICE OF AWARD is delivered to the Proposer. The NOTICE OF AWARD shall be accompanied by the necessary Agreement, Bond Forms, and insurance requirements. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period.

12. Respondent must provide documentation with Proposal proving that they possess a Water Operator D license, or better, in the state of Texas, and the successful Respondent will be required to maintain said license throughout duration of the project.

13. Proposals shall include, at a minimum, the following sections and documentation in response to the RFP:

a. Request for Proposal Document – A complete copy of this RFP, <u>including addenda</u>, if any, shall be submitted as a Proposal Section, in its entirety, to include the Price Proposal Sheet to be completed by the Respondent.

b. Pricing, as follows:

i. Pricing shall be submitted by item on the attached Price Proposal Sheet. Failure to price all listed items may be considered non-responsive to the RFP.

ii. Pricing shall include all proposal development costs, mobilization, labor, material, transportation, equipment, incidentals, appurtenances, demolition, removal, demobilization, overhead, and profit to cover the finished work specified in this RFP document, achieving a

fully functional system.

iii. Pricing shall reflect the Owner's sales tax exempt status.

iv. Pricing shall include all freight and handling costs, F.O.B., Owner's destination.

v. Pricing shall include insurance and bonding costs.

c. Statement of Qualifications Section shall include the following minimum information:

i. Company Profile with listing of principals by percent ownership and their role in the company.

ii. Type of company – corporation, sole proprietorship, etc.

iii. Primary field of business interest (water/wastewater, industry, oil & gas, etc.), listed by percent of revenue.

iv. Date of Incorporation and/or start-up.

v. Number of years under the current ownership structure and business name.

vi. Number and location of offices and technical support centers.

vii. Percentage of this project, based on cost, that shall be:

- Self-performed – completed by company personnel = what percent.
- Sub-contracted – completed by personnel of other companies = what percent.

viii. Listing of all sub-contractors proposed to be used, <u>including a complete Statement of Qualifications as required under this section to be completed by any sub-contractor anticipated to perform over 10% of the work by cost.</u>

ix. Number of employees (not subcontractor employees) dedicated to construction, integration, and technical support.

x. Resume and experience of each person to be assigned to this project, to include:

- The individual's technical background as it relates to this project and related field of interest.
- The individual's duration with the Proposer's company.
- The individual's proximity to the Owner's facilities as a reasonable response expectation for technical and service support.
- The individual's company of employment if different from the Respondent.
- Detailed project-specific and Owner's references for the proposed Project Manager and Field Superintendent.

xi. Areas of specialization including required licenses and certifications.

xii. Area of geographical coverage of related project and service activities.

d. Reference Section shall include:

i. A listing of previous project referenced and experience shall be provided by the Proposer, information to include:

- Name of entity.
- Project name.
- Contact person.
- Phone number.
- City of office.
- Year work completed.

ii. A list of a minimum of three (3) similar projects that include the complexity and magnitude of work to be completed in this project, and that have been completed by the Proposer. The list must include contact names, titles, addresses, email addresses, and telephone numbers for references.

e. Safety Record:

i. Include Business's safety organization and safety performance required in Qualifications Statement.

f. Project Schedule:

i. Include with proposal a detailed project schedule from the Notice to Proceed for the timetable for completing the construction of the Work within the time proposed on the Price Proposal Sheet

ii. Final Completion shall be sixty (60) calendar days from the date established for Substantial Completion.

TERMS AND CONDITIONS:

1. The Owner hereby notifies all Respondents that:

a. The purchase contemplated by this RFP shall be procured in strict compliance with the local, state and federal laws.

b. There is no pre-disposition of award to any particular company at the time of advertisement of this RFP.

c. An invitation to any Respondent, verbal or otherwise, does not waive any requirement set forth in this RFP.

d. In regard to any agreement entered into pursuant to this document, minority business enterprises will be afforded equal opportunities to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, religion, or national origin in consideration for an award.

2. The Owner reserves the right to reject any and/or all proposals, to waive any and all technicalities and to accept any proposal, or part thereof, which in the opinion of the Owner, is most advantageous to the Owner. In case of ambiguity or lack of clarity in stating the prices in the proposal, the Owner reserves the right to consider the most advantageous proposal thereof or to reject the proposal.

3. Respondents may modify their proposal by written addendum at any time prior to the scheduled receipt of proposals, provided such communication is received by the Owner prior to the closing hour of the proposal due date. The addendum should not reveal the proposal pricing, but should provide the addition or subtraction or other modification so that the Owner will not know the final pricing or terms until the sealed proposal, and its addendum, is opened.

4. Owner will not provide interpretation of the meaning of Proposal Documents to any Respondent orally. Such communication must be in writing in the form of an RFI/C and directed to the Engineer as stated herein. Where this RFP is ambiguous or in conflict with on-site conditions, the Respondent shall bring forth questions for clarification, and shall assume all responsibility for a fully functional system prior to submitting a proposal. The Owner and Engineer shall determine the meaning and requirements of any questionable items.

5. Requests for Information/Clarification (RFI/C's) shall be submitted to the Engineer, as previously indicated.

6. Respondents shall assume all responsibility for verifying Engineer's receipt of Requests for Information/Clarification (RFI/C). Where applicable, an addendum or written clarification shall be provided to all Respondents to clarify the meaning of questionable items.

7. Evaluation of proposals will be based on the criteria stated herein. The best-value proposal submitted by a responsible, responsive, qualified Respondent will be selected for negotiations with the Owner. If proposal amounts exceed the available funds to finance the contract, the Owner may reject all proposals or may award the contract on a negotiated proposal to produce a net amount which is within available funds. The Owner reserves the right to waive any informalities or technical errors that in its judgment will best serve its interests.

8. At the time of the opening of proposals, each Respondent will be presumed to be thoroughly familiar with the technical requirements, including any addenda, as set forth herein. The failure or omission of any Respondent to examine any site condition, form, instrument, or document shall in no way relieve any Respondent from any obligation with respect to the proposal. It is the Respondent's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the Proposal Documents and all Respondents shall be bound by such addenda, whether or not received by the Respondents.

9. The Owner may make such investigations as deemed necessary to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by, or the investigation of, such Respondent fails to satisfy the

Owner that such Respondent is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

10. Respondents must inform themselves fully of the conditions relating to the construction of the project and the employment of labor therein. Failure to do so will not relieve a successful Respondent of their obligation to furnish all labor and material necessary to carry out the provisions of any Contract awarded under this RFP. The conduct of required work shall not cause any interruptions of, or interfere with, the work of any other contractors.

11. The Respondent's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract as though therein written out in full.

12. The Respondent is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be identified and shall be acceptable to the Owner.

13. With respect to all work performed under this Contract, the Respondent shall meet the following requirements, where scope of work is applicable:

    a. Comply with the safety standards and provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596).

    b. Exercise every precaution at all times for the prevention of accidents and the protection of persons, including employees, and property. Proposer shall conduct weekly safety meetings to insure a safe working environment. The Owner shall reserve the right to request documentation of such meetings and safety training practices.

14. **Provision of Texas Ethics Commission Form 1295 ("TEC Form 1295") by Respondents: Effective January 1, 2016, pursuant to Texas Government Code § 2252.908 (the "Interested Party Disclosure Act" or the "Act"), the Owner may not award the contract to a Respondent unless the Respondent has provided to the Owner a completed, signed and notarized TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the "TEC"). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the Owner. The TEC Form 1295 may accompany the Proposal or may be submitted separately but must be provided to the Owner prior to the award of the contract. For purposes of completing the TEC Form 1295, the entity's name is City of Midland; the contract ID number is 8207 and the description of goods and services is Water Treatment Plant Solids Handling Improvements. Neither the Owner nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any Respondent with respect to the proper completion of the TEC Form 1295.**

SELECTION OF PROPOSER:

Following the review and evaluation of the RFPs, the Owner will notify the most qualified Proposer providing the best-value proposal for the project in writing. Negotiations will be conducted with the selected Proposer to achieve a contract for the Project. If negotiations are unsuccessful, negotiations will be terminated with the Proposer and the Owner will enter into negotiations with the second most qualified, best-value Proposer.

A "Notice of Award" will be issued upon approval of the selected Proposer's contract. A "Notice-to-Proceed" may be issued by the Owner to initiate each work element of the project. The selected Proposer shall be prepared to arrive on site to initiate construction of the proposed improvements upon immediate readiness demanded by the proposed completion date. The selected Proposer shall coordinate its proposed construction schedule with the Owner and Engineer prior to mobilization.

PAYMENT:

Upon notice to proceed, the selected Proposer shall submit a schedule of values to the Engineer for approval as a basis of partial payment requests throughout the project. The selected Proposer may submit monthly invoices for work completed and materials purchased during the previous 30-day period based on the schedule of values. Piping material is not eligible for materials-on-hand. All invoices shall reflect a five percent (5%) retention from the amount of the draw request.

Owner shall remit the net amount of the invoice within 30 days of receipt of the invoice. All retained amounts shall be remitted upon final completion of the project as approved by the Owner and release of a Certificate of Completion.

CONDITIONS OF AWARD:

The Proposals will be considered and evaluated for award based upon the criteria set forth in this RFP.

The Price Proposal Sheet shall be completed with pricing of all items as required by the Proposal Documents of this RFP, and meet the terms thereof. All blank spaces for priced items must be filled in, in ink or typewritten, and the pricing form must be fully completed and executed when submitted. The Owner may waive any informalities or minor defects or reject any or all proposals. The Owner reserves the right to reject any and all proposals, in whole or in part; to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the Owner. In case of ambiguity or lack of completeness in stating the prices in any proposal, the Owner reserves the right to consider the most advantageous thereof.

CITY OF MIDLAND
Water Treatment Plant Solids Handling Improvements
BID PACKAGE PRICE PROPOSAL SHEET

Proposer must completely fill out and provide pricing for all items and sections of the Price Proposal Sheet below.

BID PROPOSAL

ITEM No.	EST QTY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL AMOUNT
1	1 LS	**Mobilization, Bonds and Insurance** (not to exceed 5 percent of proposal) for _____ _____ _____ Dollars and _____ Cents per lump sum.	-	$_____
2	1 LS	Remove and replace existing **Submersible Pumps** in the Recycle Pump Station of the WPP as specified, for _____ _____ Dollars and _____ Cents per lump sum.	-	$_____
3	1 LS	Modifications to existing **Solids Holding Basin** with the surface mixer and floating decanter as specified, for _____ _____ Dollars and _____ Cents per lump sum.	-	$_____
4	1 LS	Modifications to existing **Gravity Thickener Basin** removal of piping and equipment as specified, for _ _____ _____ Dollars and _____ Cents per lump sum.	-	$_____
5	1 LS	Remove and replace existing **Progressive Cavity Pumps** in the Sludge Dewatering Building of the WPP as specified, for _____ _____ _____ Dollars and _____ Cents per lump sum.	-	$_____
6	1 LS	Installation of new **Volute Dewatering Press with two (2) barrels and polymer system** in the Sludge Dewatering Building of the WPP as specified, for __ _____ _____ Dollars and _____ Cents per lump sum.	-	$_____
7	1 LS	Modifications to **Sludge Dewatering Building** in at the WPP as specified, for _____ _____ _____ Dollars and _____ Cents per lump sum.	-	$_____

ITEM No.	EST QTY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL AMOUNT
8	1 LS	Furnish and install listed equipment above and remaining improvements shown in the contract documents, all related appurtenances, as shown and as specified, complete and in place, for _____ _____ Dollars and _____ Cents per lump sum.		$_____
9	1 LS	Allowance for work directed in writing by the City for legitimate project related issues at the direct cost for such work (NOTE: Contractor's cost for bonds, insurance, profits, etc. associated with this allowance shall be included in the lump sum for Bid Item No. 8 above) at a lump sum amount of _____ One Hundred Thousand Dollars and Zero Cents per lump sum.		$ 100,000.00
BID PROPOSAL TOTAL (Items 1 thru 9)			$_____	

ALTERNATIVE BID PROPOSAL – CIRCLE ADDITIVE OR DEDUCTIVE

ITEM No.	EST QTY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	Additive or Deductive	TOTAL AMOUNT
A1	1 LS	Furnish and install one additional dewatering barrel per Specification 11145, and all related appurtenances, as shown and as specified, complete and in place, for _____ _____ Dollars and _____ Cents per lump sum.	**Additive Or Deductive**	$_____
A2	1 LS	Furnish and install two additional dewatering barrels per Specification 11145, and all related appurtenances, as shown and as specified, complete and in place, for _____ _____ Dollars and _____ Cents per lump sum.	**Additive Or Deductive**	$_____
A3	1 LS	Furnish an **additional 12 months warranty** (for a total of 36 months) herein for a lump sum of _____ _____ Dollars and _____ Cents per lump sum.	**Additive Or Deductive**	$_____
A4	1 LS	Furnish an **additional 24 months warranty** (for a total of 48 months) herein for a lump sum of _____ _____ Dollars and _____ Cents per lump sum.	**Additive Or Deductive**	$_____

ITEM No.	EST QTY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	Additive or Deductive	TOTAL AMOUNT
A5	1 LS	Replacement of line item 5 with **two (2) double disc pumps** per specification 11169 in the Sludge Dewatering Building of the WPP as specified, for herein for a lump sum of _____ _____ _____ Dollars and _____ Cents per lump sum.	**Additive** **Or** **Deductive**	$_____

***Maximum allowable Proposal Time for substantial completion is _____ calendar days.**

Proposer agrees that the Work will be substantially complete, as provided in the General Conditions, within the number of calendar days shown above and completed and ready for final payment in accordance with the General Conditions within 60 calendar days after the date that substantial completion is reached.

Respectfully Submitted (Respondent):_____

SUBMITTED on _____, 20___.

State Contractor License No. _____. (If applicable

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with Owner in the form included in the Proposal Documents to perform and furnish all Work as specified or indicated in the Proposal Documents in accordance with the other terms and conditions of this RFP.

2. Proposer accepts all of the terms and conditions of the RFP, including without limitation those dealing with the disposition of pricing security. The Proposal will remain subject to acceptance for 45 days after the Proposal opening, or for such longer period of time that Proposer may agree to in writing upon request of Owner.

3. In submitting this Proposal, Proposer represents, as set forth in the Agreement, that:

   A. Proposer has examined and carefully studied the Proposal Documents, the other related data identified in the Proposal Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

   B. Proposer certifies Proposer is qualified to do business in the state where the Project is located as required by laws, rules, and regulations or, if allowed by stature, covenants to obtain such qualification prior to contract award.

   C. Proposer understands and agrees that this Proposal shall form the basis for an agreement with the Owner. Therefore, the undersigned agrees to enter into an agreement to perform and furnish all Work as specified or indicated in the Proposal Documents for the amounts indicated in this Proposal and in accordance with the other terms and conditions of the Proposal Documents.

D. Proposer accepts all of the terms and conditions of these Proposal Documents including, without limitation, those dealing with the disposition of Bid security, required bonds, and the liquidated damages that may be imposed. This Proposal shall remain subject to acceptance for a period of 45 days after the day of Proposal opening. The Proposer shall sign and submit the Agreement with the bonds and other required documents within 10 days after the receipt of Notice of Award from the Owner.

E. Proposer has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Proposal Documents, and the written resolution thereof by Engineer is acceptable to Proposer.

F. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Proposal is submitted.

5. Proposer further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any individual or entity to refrain from proposing; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.

6. Proposer will complete the Work in accordance with the Proposal Documents for the prices proposed in the Price Proposal Sheet or as modified during negotiations with the Owner.

7. Proposer accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times specified.

8. The following documents are attached to and made a condition of this Proposal:

A. Advertisement
B. Notice to Bidders
C. General Conditions of Bidding
D. Qualifications Statement
E. Standard Purchase Terms and Conditions
F. Non-Collusion Affidavit of Prime Proposer
G. Debarment / Suspension Certification
H. Bid Bond Not Required
I. Contract
J. Exhibit C – Bonding Requirements
K. Exhibit D – Heavy & Highway Wage Rates rev. 01/03/2025
L. Exhibit D – Building Water Rates rev. 01/03/2025
M. Performance Bond
N. Payment Bond
O. Standard General Conditions of the Construction Contract
P. Conflict of Interest Reporting Requirements
Q. Conflict of Interest Questionnaire
R. Consideration of Location of Bidder's Principal Place of Business

9. The Proposer is required to include their proposed construction schedule.

SECTION 11145

SLUDGE DEWATERING VOLUTE PRESS

PART 1 GENERAL

1.1 SCOPE:

A. Section Includes:

1. A complete sludge dewatering volute press for dewatering sewage sludge.

2. Drive motors, gear reducers, support legs, anchor bolts, internal piping and wiring, controls, sludge feed pump, polymer feed system, and all other accessories and appurtenances required for a complete and properly operating system.

3. Manufacturer representation and assistance during installation, startup, and testing.

B. Contractor shall coordinate all details of the equipment with other related parts of the work. He shall verify that all structures, piping, wiring, and equipment components are compatible. Contractor shall furnish a two-stage flocculation tanks with mixing tank with gear motor and mixing impellers as shown. Contractor shall complete all structural and other alterations required to accommodate equipment differing in dimensions or other characteristics from these specifications and drawings, at his own expense.

1.2 RELATED SECTIONS

A. Section 11005 "Equipment Basic Requirements" (including motor specifications).

B. Section 11169 "Double Disc Pump".

C. Section 11350 "Progressive Cavity Pumps".

D. Section 11410 "Polymer System".

E. Section 14551 "Screw Conveyors".

F. Section 16950 "Vendor Supplied Control Panels".

1.3 REFERENCES:

A. American Society for Testing and Materials (ASTM) Publications:

1. Section A322: Carbon and Alloy Steel Bar Specifications.

2. Section A507-10: Standard Specification for Drawing Alloy Steel, Sheet and Strip, Hot-Rolled and Cold Rolled.

B. Anti-Friction Bearing Manufacturers Association (AFBMA) Publications:

1. Standard 9-90 Load Ratings and Fatigue Life for Ball Bearings.
2. Standard 11-90 Load Ratings and Fatigue Life for Roller Bearings.

C. American Institute of Steel Construction (AISC) Publications.

D. American Welding Society (AWS) Publications.

E. American Structures Painting Council (ASPC) Publications.

1.4 SUBMITTALS:

The following information shall be submitted to the Engineer in accordance with Section 01300. Submittals shall include the following:

A. Product Data: Include the following:

1. Descriptive literature, brochures, catalogs, cut-sheets and other detailed descriptive material of the equipment.

2. Motor characteristics and performance information.

3. Gear reducer data including service factor, efficiency, torque rating, and materials.

4. Parts list including a list of recommended spare parts.

B. Shop Drawings: Include the following:

1. Manufacturer's installation drawings.
2. Wiring and schematic diagrams.

C. Operations and maintenance manual: See Section 01300.

D. Detailed installation instructions, with clear step-by-step points on the correct mechanical and electrical installation procedures.

E. Equipment weights and lifting points.

F. Recommendations for short and long-term storage.

G. Failure to include all drawings applicable to the equipment specified in this section will result in rejection of the entire submittal with no further review.

1.5 QUALITY ASSURANCE:

A. To ensure quality, conformance, and reliability with regard to the manufacturing and production of the machinery described in this section,

the equipment manufacturer shall meet the requirements listed in this section.

B. All stainless steel components and structures shall be pickled and passivated. After pickling, the equipment shall be washed with a high-pressure wash of cold water to remove any remaining surface debris and promote the formation of an oxidized passive layer.

C. Volute Press shall be manufacturer's standard product and shall only be modified as necessary to comply with the drawings, specifications, and specified service conditions.

D. All welding shall be performed in accordance with American Welding Society (AWS) D1.1 Structural Welding Code, or equivalent.

E. All equipment shall be designed, fabricated, and assembled in accordance with recognized and acceptable engineering and shop practice. Individual parts shall be manufactured to standard sized and thicknesses so that repair parts can be installed in the field. Like parts of duplicate units shall be interchangeable. Equipment shall not have been in service prior to delivery, except as required by testing.

F. Each major component of equipment shall have the manufacturer's name, address and product identification on a nameplate securely affixed to the equipment.

1.6 DELIVERY, STORAGE, AND HANDLING OF EQUIPMENT:

A. Equipment shall be shipped and delivered fully assembled, except where partial disassembly is required in order to conform to transportation regulations or for the protection of components.

1.7 WARRANTY:

A. The manufacturer shall provide a warranty on equipment against manufacturer's defects for twenty-four (24) months, commencing on the date of Owner-accepted substantial completion of the project. If the equipment should fail during the warranty period due to a defective part, it shall be replaced and the unit restored at no cost to the owner, including both service and parts.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:

1. PWTech, Inc.
2. Or Engineer-approved equivalent.

2.2 PERFORMANCE AND DESIGN REQUIREMENTS:

A. Number of volute press(es): One (1).

B. Number of barrels per volute press: Two (2) with the provisions for a total of 4 barrels. Base bid shall include two barrels in the initial supply, with additive alternates to provide additional barrels.

C. Sludge to be dewatered shall be well-mixed and well blended having the following characteristics:

1. Sludge type: backwash from dual media filters treating settled from solids storage tank.

2. Solids concentration: Approximately 1.0%-3.0%.

3. Volatile solids ratio: N/A

D. System Design Capacity: The volute press shall be capable of dewatering from 70 to 140 gallons per minute (GPM) of the specified sludge (355 to 710 pounds dry solids per hour) to a minimum final solids content of 15%.

E. Barrel Design Capacity: A single volute press barrel must be capable of dewatering up to 50 GPM of the specified sludge at 1% solids or less (or up to 355 pounds dry solids per hour at 1.5% solids or more) to a minimum final solids content of 15%.

1. The solids capture rate shall be a minimum of 95%.

F. Location: Volute press and all appurtenances shall be suitable for installation outdoors under a roof canopy, as shown.

1. Ambient temperature range: 0°F to 120°F

G. Volute press shall be suitable for the available wash water supply:

1. Effluent water from non-potable water system.

2. Available pressure: 70 psi.

3. Maximum usage: 30 gallons per minute; up to 5,000 gallons per day for all spray bars.

4. Connection: 2-inch female threaded connection. Contractor shall adapt the water supply to the connection provided on the screen.

5. Manufacturer shall supply a strainer of appropriate mesh size if required.

H. Power Supply: 480 V, 60 Hz, 3 phase.

I. All parts of the volute press shall be designed and appropriate for the service specified and for continuous operation.

J. All parts shall be designed and manufactured to handle the forces that may be exerted on the volute press during fabrication, shipping, erection, and proper operation according to the O&M manual.

K. All components shall be so arranged that they can be serviced from the operating floor.

L. All components shall be balanced so that jamming at any point will not result in structural failure, but will cause the drive motor to stall. All components, including the gear reducer, shall be designed to withstand, without damage or permanent distortion, the full stalling torque of the drive motor.

2.3 MATERIALS:

A. Volute press shall be manufactured from AISI 304SS stainless steel. In particular, drum rings, screw, shaft, covers; and support legs shall be made of this material. Fasteners and anchor bolts shall be 316SS.

B. Bearings shall be anti-friction, and without the need for grease lubrication.

2.4 VOLUTE PRESS DESIGN:

A. The volute press shall be installed inclined (at 15°). Dewatering of the sludge shall take place in a dewater drum, which consists of fixed and moving rings. The fixed rings shall be concentric and parallel. The fixed rings shall be equally spaced apart for each section of the dewatering drum. The moving rings must be placed between the fixed rings and will move freely between the fixed rings. The volute press barrel length shall be a minimum of 7 ft (2134mm). The drum diameter shall be a minimum of 12 in (305 mm).

B. The volute press shall be completely enclosed to prevent odor emission. The whole dewatering section and basket area shall be easily accessible through an inspection lid.

C. A screw shall be installed inside of the drum casing. The screw transports the sludge from the inlet to the discharge area at the end of the pressure zone. Its shaft diameter shall be conical towards the discharge section of the machine.

D. The screw shall be shafted and shall be made of stainless steel. A shaft-less screw is not acceptable. A bearing shall support the discharge end of the screw shaft. Wear strips are not acceptable.

E. A screw drive shall be provided at the sludge feed side of the press. The nominal motor power shall be the manufacturer's standard size for the model provided. The motor speed shall be controlled with a VFD. The drive unit shall be coupled to the screw shaft through a gearbox.

F. The cleaning of the drum rings from the outside shall be performed with a spray bar washing system made of stainless steel piping and PVDF or stainless steel spray nozzles.

G. Sludge cake shall be automatically discharged through a rectangular sludge discharge opening. The discharge height shall be a minimum of 2 feet above floor level. Contractor shall coordinate discharge with conveyor.

H. Manufacturer shall provide a discharge chute to direct the dewatered solids to the conveyor system as shown. Slope of chute shall be at least 40° above horizontal so that solids exit chute by gravity.

I. Contractor shall provide 8-inch diameter drain lines for the filtrate and connect it to the bottom drain connection of the volute press, as shown. The drain line shall also be provided with a 2-inch flush connection with manual ball valve.

2.5 DEWATERING DRUMS:

A. The dewatering drums will be constructed of ATSM type 304 SS. All circular components will be laser cut to ensure maximum evenness of wear and therefore operating life.

B. Assembly will be undertaken in such a way that all fixed rings are concentric and parallel. All fixed rings will be equally spaced apart for each section of the dewatering drum. When mounted on the retaining rods and installed, all moving rings will move freely between the fixed rings.

C. Each Dewatering Drum shall be equipped with individual spray bars. Each spray bar shall consist of a spray pipe fitted with spray nozzles, located above the dewatering drum. The spray pipe and spray nozzle assembly shall be readily removable. Nozzle spacing and spray pattern shall be such that the sprays from adjacent nozzles overlap one another on the dewatering drum surface. The sprays will operate periodically and will remove solids built up externally on the drum such that over time no significant buildup of solids occurs on the drum.

D. Each Dewatering Drum will have a drive motor:

1. The volute press shall be driven by a shaft mounted gearbox and motor assembly. The gear reducer shall be bolted to a machined flange welded to the lower end of the press.

2. The Dewatering Drum drive motor will be a one piece gearmotor. Gearmotors will be hollow shaft design designed to drive the dewatering drum screws with no additional couplings or joints. Motors will be filled with grease on assembly and sealed for life. Screw rotational speed shall be obtained through a hypoid reduction gear. Input power to the dewatering drum drive shall be supplied through an A.C. variable frequency drive unit.

3. Drive Motor Data:

a.	Minimum Horsepower:	2
b.	Maximum Horsepower:	5
c.	Power Requirements:	208/240/480 VAC, 3 phase, 60 hertz
d.	No load motor speed:	1760 RPM
e.	Gear Reduction:	504:1
f.	Output shaft speed:	3.5 RPM @ 60Hz
g.	Insulation Class:	IP56
h.	Enclosure:	TEFC
i.	Enclosure material:	Die Cast Aluminum
j.	Service Factor:	1.15

2.6 INTERNAL PIPING:

A. Contractor shall provide connecting piping including the sludge feed pipe as shown including the flocculation pipe. The magnetic-inductive sludge flow meter, polymer-dosing ring, and polymer mixing valve shall be provided by the volute press manufacturer and installed by the Contractor.

2.7 Mixing and Flocculation Tanks

A. Each Volute Dewatering Press shall have an integrated two-stage mixing system comprising of a flash/rapid mix tank and flocculation tank, each with mixers and drive motors. Tank sizing and design will ensure adequate residence times and mixing conditions to ensure complete flocculation and satisfactory dewatering performance. Tank design will minimize the possibility of any short circuiting of flow.

B. Design and manufacture of tanks and spill trays must ensure no leakage or spillage of fluids under normal working conditions.

C. Mixing and flocculation tanks will be manufactured in type 304 stainless steel and will be a minimum of 11 gauge (0.12"). Tanks and spill containment trays will be fully welded internally and externally.

D. Each Mixer will have a drive motor:

1. The mixer and flocculation tank drive motors will be a one piece gearmotor. Gearmotors will be hollow shaft design designed to drive the mixing impeller shafts with no additional couplings or joints. Motors will be filled with grease on assembly and sealed for life. Mixer rotational speed shall be obtained through a hypoid reduction gear. Input power to the dewatering drum drive shall be supplied through an A.C. variable frequency drive unit allowing variable mixing energy to be input to the system.

2. Flash Mixing tank drive motor data:

a.	Maximum Horsepower:	1
b.	Power Requirements:	480 VAC, 3 phase, 60 hertz

c.	No load motor speed:	1760 RPM
d.	Gear Reduction:	15:1
e.	Output shaft speed:	180 RPM @ 60Hz
f.	Insulation Class:	IP65
g.	Enclosure:	TEFC
h.	Enclosure material:	Die Cast Aluminum
i.	Service Factor:	1.15

3. Flocculation tank drive motor data:

a.	Maximum Horsepower:	3
b.	Power Requirements:	480 VAC, 3 phase, 60 hertz
c.	No load motor speed:	1760 RPM
d.	Gear Reduction:	60:1
e.	Output shaft speed:	30 RPM @ 60Hz
f.	Insulation Class:	IP65
g.	Enclosure:	TEFC
h.	Enclosure material:	Die Cast Aluminum
i.	Service Factor:	1.15

2.8 SLUDGE FEED PUMP:

A. The supply of sludge to the volute press will be a duplex progressive cavity sludge feed pump system.

B. Refer to Section 11350, "Progressive Cavity Pumps," or Section 11169 "Double Disc Pumps" for requirements.

2.9 POLYMER SYSTEM:

A. System shall be designed for the preparation, aging and dosing a polymer solution between 0.1% and 1% having an active polymer concentration between 30.0% and 75.0%.

B. The polymer station shall be self-contained with pumps, piping, fittings, and accessories, and shall be factory assembled and tested to eliminate field assembly work. The frame shall be 304 stainless steel and the piping shall be Sch. 80 PVC.

C. A polymer mixing chamber shall be provided. A high energy, multi-zoned, hydro-mechanical mixing device shall be provided. The mixing chamber shall have a translucent front cover.

D. The hydro-mechanical impeller shall be designed to produce variable intensity, back flow mixing action to optimize polymer performance without damaging polymer molecular structure.

E. The mixer motor shall be 0.5 hp, 1750rpm, 480 V, 60 Hz, wash down duty.

F. Materials: Impeller - PVC; body of mixing device – PVC; cover – clear lexan; fastener – 316 SS; seals – viton; pressure rating – 150 PSI.

G. The polymer system shall be suitable for the dilution water supply:

1. Water from potable water system.

2. Available pressure: 70 psi.

3. Maximum usage: 10 gallons per minute.

4. Connection: 2-inch female threaded connection. Contractor shall adapt the water supply to the connection provided on the screen.

5. Manufacturer shall supply a strainer of appropriate mesh size if required.

H. Provide accessories for the dilution water supply including a UL listed solenoid valve (rated IP65), and a flow meter with a rate adjusting valve, and low pressure alarm switch.

I. A neat polymer metering pump with hose connector shall be provided and connected through a barbed hose to the polymer mixing device. The neat polymer pump shall be a progressive cavity type pump suitable for a 120 VAC, 1 PH, 60 Hz power supply.

J. Control Panel: NEMA 4X enclosure, 120 VAC, 1 PH, 60 Hz power supply.

1. Operator interface – discrete selector switch (ON/OFF/REMOTE); mechanical mixer speed adjustment potentiometer; stroke length / stroke speed adjustment at metering pump.

2. Status / Alarm indicators: system running indication; LCD display of metering pump rate (on metering pump); low pressure switch alarm.

3. Inputs: remote start / stop (discrete dry contact); pacing signal from main control panel (4-20mA).

4. Outputs: system running (discrete dry contact); remote mode (discrete dry contact); low pressure alarm (discrete dry contact); status of feed pump.

K. The pressure side of the polymer system shall be connected through a 2-inch diameter PVC pipeline and a magnetic inductive flow meter to the polymer injection ring.

L. Accessories:

1. Hydro-Mechanical Mixer: A horizontally mounted hydro-mechanical mixer shall be supplied for mixing neat polymer contents. Mixer shall include a ½ hp, 1725 rpm TEFC motor with 28 inch long mixer shaft, (2) 4 inch long collapsible mixing blades, 8 foot power cord and on/off switch. Mounting plate shall include 2 inch bung mount and shall be constructed of mild steel with powder epoxy coating.

Electrical requirements shall be 120 VAC/ 1 phase/ 60 Hz. Mixer shall be Neptune Model H-3.0 or Engineer-approved equivalent.

2. Drum pipe connection (drumstick) including fabricated piece to reach to near bottom of polymer drum and completely evacuate its contents. Material of construction shall be PVC. Drumstick shall be supplied with 2 inch NPT and ¾ inch NPT connections for connection to either drum port.

3. Polymer drum suction assembly: The assembly shall include quick disconnect cam-lock fittings, a full port ball valve, and 10 feet of braided PVC hose.

2.10 CONTROL PANEL:

A. The Volute Dewatering Press shall have an integrated electrical and control system that will allow for safe, simple and automated operation of the unit. All electrical work, motors and drives will comply with any relevant NEMA standards.

B. The electrical control system will be able to accept remote start and stop signals, and will have outputs for unit in operation, and unit alarms to an external PC.

C. Control Panel Features:

1. Control Panel will be UL listed.

2. Enclosures: Control panel enclosures shall be wall mounted or free-standing, fabricated of type 304 stainless steel and shall be suitable for NEMA 4X service.

3. The control panel shall accept a 480 volt, 60 hertz, 3 phase ac power input. A main disconnect circuit breaker and operator mechanism shall be included. When the disconnect is in the open position, all power shall be removed from the control system.

4. IEC rated motor starters shall be provided for all non-VFD and DC motors.

5. Variable frequency drives (VFD) shall be provided for the dewatering drum drive and mixing and flocculation tank agitators.

6. Short circuit protection for system components shall be accomplished utilizing fuses. Individual thermal overload protection shall be provided.

7. A transformer shall be included that will provide 120 volts, ac for the polymer dilution and dosing system and control system.

8. A Programmable Logic Controller (PLC) will control all timing and switching functions.

D. External Enclosure Features

1. The external door of the panel will have the following switches and indicators:

   a. Main Isolating Switch (Circuit Breaker)
   b. An emergency stop button which shall be a mushroom head style pushbutton that when depressed shall immediately de-energize all moving equipment in the system.

2. Within a widowed enclosure mounted on the panel door:

   a. HMI Touch Screen
   b. An H-O-A system switch to switch the system from Auto to off to manual modes
   c. Power on Light (white)
   d. An Operating Light -for when the unit is actually in operation - (green)

3. In addition to items located on the main enclosure door:

   a. An Alarm Light - a flashing light located on the top of the panel (red)

2.11 PROGRAMMABLE LOGIC CONTROLLER (PLC):

A. Each Volute Dewatering Press will be provided with a Allen Bradley CompactLogix PLC (or approved equal), installed, wired and programmed to perform the following functions:

1. Operational Control

   a. Control of all components of the Volute Press - system including the ability to set times and operating speeds for the duplex feed pump system, screw conveyor, dewatering drums, mixers, polymer dosing system and wash-down sprays.

2. System Tuning

   a. PLC will allow suitably qualified operators to adjust operating parameters such as delay timers for fault alarms and system calibration constants.

3. Monitoring Operation

   a. PLC will allow the operator to inspect the operation of all the components including indicators such as output frequency, current draw, thermal condition, elapsed operating times, and any faults present. Operator will be able to view approximated readouts of all operational speeds and flowrates relevant to the operation of the system.

4. Manual operation of components

   a. Operator will be able to manually operate each item of equipment from the PLC interface for inspection and maintenance reasons.

2.12 SPARE PARTS

A. Provide spare parts recommended by manufacturer, including at a minimum:

1. One (1) dewatering drive motor.
2. One (1) mixer drive motor.
3. One (1) flocculator drive motor.
4. One (1) bearing assembly for shaft.
5. One (1) solenoid valve 1-inch, 110V, Class 1 / Div. 2 for spray bar washing system.
6. Ten (10) nozzles for spray bar washing system.
7. Two (2) hydro-mechanical mixer impellers.
8. Two (2) motorized agitators for flocculation tank.

B. Spare parts shall be packaged with labels indicating the contents of each package, and shall be delivered to Owner as directed.

PART 3 EXECUTION

3.1 INSTALLATION:

A. The grit pumping equipment shall be installed in accordance with the system manufacturer's recommendations as approved by the ENGINEER.

3.2 FIELD QUALITY CONTROL:

A. Retain a qualified representative of the manufacturer to perform the following services:

1. Oversee installation of the equipment specified herein.

2. Inspect the completed installation and note deficiencies.

3. Be present and assist the CONTRACTOR during start-up, adjusting, and site testing of completed installation.

4. Furnish test forms and procedures for field testing.

5. Instruct OWNER's personnel in the operations and maintenance of the equipment with minimum services as follows.

   a. Installation assistance: As required.

   b. Owner personnel instruction, classroom and jobsite: 4 hrs.

c. Plant startup: 8 hrs.

d. Coordinate training and start-up with Owner's personnel.

e. Owner may videotape training.

f. Manufacturer shall make four additional trips to the job site, at 3 months, 6 months, 12 months and 24 months to inspect and provide troubleshooting support of the equipment.

6. Prepare manufacturer's installation report and submit within 30 days after completion of field testing. Include the following information:

a. Field testing results.

b. Descriptions of installation deficiencies not resolved to the manufacturer's satisfaction.

c. Description of problems or potential problems.

d. Names of OWNER personnel who attended operations and maintenance training sessions.

e. Record copy of materials used for training session including outlined summary of course.

B. Field representatives shall have a minimum of five (5) years of experience with the operation of and training on this type of equipment.

1. Factory personnel will be required to perform this service. Sales representatives will only be considered acceptable service technicians if they have three (3) years of experience with the operation of and training on this type of equipment from the manufacturer being supplied and have started up 10 units of a similar size and type from the manufacturer.

C. Field Testing:

1. Testing and startup schedule shall be submitted to ENGINEER for approval.

2. Test Procedure: Verify proper operation.

END OF SECTION

Enprotec | Hibbs & Todd

March 13, 2025

CITY OF MIDLAND
MIDLAND, TEXAS
WATER TREATMENT PLANT SOLIDS HANDLING IMPROVEMENTS

Addendum No. 2

Attention is called to the following modifications to the referenced Plans, Specification and Contract Documents for the above referenced project. The City of Midland (City) will receive sealed Proposals for WWP Solids Handling Improvements at the City Secretary's office, located at 300 North Loraine, Suite 330, Midland, TX 79701, by 2:00 p.m., local time on **Wednesday, March 26, 2025**, at which time the sealed Proposals received will be publicly opened and read. We hereby modify the documents as follows:

SPECIFICATIONS:

1. Section 09800 **"Painting"**, 2.1.A, **DELETE** the existing specification and **REPLACE** with the **PROPOSED** specification included in this addendum.

    a. Updated to include Sherwin Williams alternatives.

2. Section 11350 **"Progressive Cavity Pumps"**, 2.4.D. **DELETE** the existing specification and **REPLACE** with the **PROPOSED** specification included in this addendum.

    a. Updated on motor orientation.
    b. Update on shaft seals.

This addendum consists of twenty-five (25) pages and becomes a part of the referenced plans, specifications and contract documents and shall be acknowledged by the proposer and attached to the sealed proposal submitted.

Bret Thompson

By Bret Thompson P.E. #145281
Project Manager



3/13/2025

SECTION 09800

PAINTING

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. The work of this section includes the coating of all interior and exterior surfaces specified herein.

1.2 REFERENCES:

A. ASTM D16 – Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.

B. ASTM D2200 – Standard Practice for Use of Pictorial Surface Preparation Standards and Guides for Painted Steel Surfaces.

C. ASTM D4417 – Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel.

D. ASTM D4263 – Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.

E. ASTM F1869 – Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.

F. ASTM F2170 – Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes.

G. ICRI – International Concrete Repair Institute.

H. NACE (National Association of Corrosion Engineers) – Industrial Maintenance Painting.

I. NACE SP0287 – Field Measurement of Surface Profile of Abrasive Blast-Cleaned Steel Surfaces using a Replica Tape.

J. NACE SP0178 – Design, Fabrication, and Surface Finishes for Tanks and Vessels to be Lined for Immersion Service.

K. NACE SP0188 – Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates.

L. NAPF – National Association of Pipe Fabricators.

M. NPCA (National Paint and Coating Association) – Guide to U.S. Government Paint Specifications.

N. SSPC (Society for Protective Coatings) – Steel Structures Painting Manual.

O. SSPC-Guide 15 – Field Methods for Retrieval and Analysis of Soluble Salts on Steel and Other Nonporous Substrates.

P. SSPC-VIS 1 – Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning.

Q. SPC-PA1 – Shop, Field and Maintenance Painting of Steel.

R. SSPC-PA 2 – Measurement of Dry Film Thickness with Magnetic Gages.

S. Paint Manufacturer's printed instructions.

T. TCEQ (Texas Commission on Environmental Quality), Title 30 of the Texas Administrative Code (TAC) for pipe color coding.

1. Chapter 290 (Public Drinking Water), Subchapter D (Rules and Regulations for Public Water Systems) – Figure 30 TAC 290.42(d)(13)(A).

2. Chapter 217 (Design Criteria for Domestic Wastewater Systems), Subchapter M (Safety) – 217.329(e).

1.3 DEFINITIONS:

A. DFT – Dry film thickness.

B. mil(s) – a unit of measure equal to a thousandth of an inch (0.0254) mm.

C. VOC(s) – volatile organic compound(s).

1.4 INTERPRETATION:

A. The Engineer's decision shall be final in the interpretation and/or conflict between any of the referenced Specifications and Standards contained herein.

1.5 SUBMITTALS:

A. Information to be provided:

1. Painting schedule for the entire project in accordance with the coating requirements noted on the Drawings. Schedule shall be organized and clear in a manner that is consistent with the organization of the Drawings. Schedule shall include each coating system(s) used for each component/area of the project.

2. After submittal/approval of the painting schedule, provide a list of materials to be used under this Section. Submit the list before the materials are delivered to the job site. Cross reference the list to the coating systems identified. Furnish with the list, the coating Manufacturer's standard product data and color chart for each material to be used.

B. Manufacturer's color charts shall be submitted to the Engineer at least 30 days or prior to paint application. Coordinate work so as to allow sufficient time for paint to be delivered to the job site.

1.6 QUALITY ASSURANCE:

A. General: Use quality assurance procedures and practices to monitor all phases of surface preparation, application, and inspection throughout the duration of the project. Procedures or practices not specifically defined herein may be utilized provided they meet recognized and accepted professional standards.

B. Surface Preparation: Surface preparation will be based upon comparison with: SSPC-VIS 1, ASTM D2200, ASTM D4417 Method A and/or Method C, or NACE Standard SP0287. In all cases the written standard shall take precedence over the visual standard. In addition, NACE Standard SP0178, along with the Visual Comparator, shall be used to verify the surface preparation of welds.

C. Application: No coating shall be applied: When the surrounding air temperature or the temperature of the surface to be coated or painted is below the minimum surface temperature for the products specified herein; or in rain; snow, fog, or mist; when the temperature is less than 5°F above the dew point; when the air temperature is expected to drop below 35°F within six hours after application of coating. Dew point shall be measured by use of an instrument such as a Sling Psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychometric Tables. If the above conditions are forecast, coating or painting shall be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions.

D. Thickness: Thickness of coatings and paint shall be measured and checked according to the procedures outlined in SSPC-PA 2 with particular attention to section(s) 4.0, 7.8, 7.9, 7.11, 7.13, and 7.14, with a non-destructive, magnetic-type thickness gage that has been calibrated according to the procedures outlined in SSPC-PA 2 with particular attention to section(s) 3.0, 7.4, 7.5, and 7.15. Pass/fail criteria shall require that ninety (90) percent of the spot measurements (average of 3 gage readings within a 1.5-inch diameter area) be at or above the minimum specified dry film thickness. Of the remaining ten (10) percent of the spot measurements (average of 3 gage readings within a 1.5-inch diameter area) that are below the minimum specified dry film thickness, they shall be no less than ninety (90) percent of the minimum specified dry film thickness. Areas that fail to meet these criteria shall be corrected at no expense to the Owner. Use of an instrument such as a Tooke Gauge, precision groove grinder, etc. is permitted if a destructive test is deemed necessary by the Engineer and the total DFT is less than 50 mils.

E. Holiday (Pinhole) Testing: The integrity of interior coated surfaces shall be tested for holidays in accordance with NACE Standard SP0188. For dry films less than 20 mils, a non-destructive holiday detector shall not exceed 67.5 volts, nor shall destructive holiday detector exceed the voltage recommended

by the Manufacturer of the coating system. A solution of 1-ounce, non-sudsing type wetting agent, such as Kodak Photo-Flo, and 1-gallon of tap water shall be used to perform the holiday testing. For coating thickness at 20 mils and greater, a high voltage Tinker & Rasor AP/W holiday tester shall be used. Contact coating Manufacturer for voltage recommendations and curing parameters. All pinholes and/or holidays shall be marked and repaired in accordance with the Manufacturer's printed recommendations and retested. No pinholes or other irregularities will be permitted in the final coating.

F. Inspection: Inspection shall consist of 'hold point' inspections. The Engineer or its representative shall inspect the surface prior to abrasive blasting, after abrasive blasting but prior to application of coating materials, and between subsequent coats of material. Final inspection shall take place after all coatings are applied, but prior to placing the equipment, piping, tank, etc. in service. Contractor shall insure that sufficient rigging is in place so that the Engineer or Engineer's representative shall be able to conduct the required inspections.

G. Inspection Devices: The Contractor shall furnish, until final acceptance of coating and painting, inspection devices in good working condition for detection of holidays and measurement of DFT of coating. The Contractor shall also furnish U.S. Department of Commerce; National Bureau of Standards certified thickness calibration plates to test accuracy of DFT gages and certified instrumentation to test accuracy of holiday detector. Dry film thickness gages and holiday detectors shall be made available for the Engineer's use at all times until final acceptance of application. Holiday detection devices shall be operated in the presence of the Engineer.

H. Warranty Inspection: Warranty inspection shall be conducted during the eleventh month following completion of all coating and painting work. All defective work shall be repaired in accordance with this specification and to the satisfaction of the Engineer/Owner.

1.7 QUALIFICATIONS:

A. The Contractor shall have three years practical experience and successful history in the application of specified products to surfaces in water treatment, wastewater treatment, or industrial facilities. The Contractor shall be a knowledgeable and experienced professional, fully aware of the methods and regulatory requirements of coating removal and application. The Contractor shall substantiate this requirement by furnishing a list of references and job completions.

1.8 SAFETY AND HEALTH REQUIREMENTS:

A. General: The Contractor shall perform all work in accordance with applicable local, state, and federal laws and regulations, and material Manufacturer's instructions and recommendations pertaining to the methods, materials, or activities in the work. Some of these regulations are included in the following groups:

Occupational Safety and Health Act and derived regulations.

Clean Air Act and derived regulations, both federal and state.

The items listed below in the rest of this Paragraph are intended to call the Contractor's attention to some of the frequently necessary compliance activities. The Contractor is solely responsible for compliance with applicable regulations including, but not limited to, the areas identified in this Specification. The Contractor shall provide and require the use of personal protective equipment for persons working on or about the project.

B. Head and Face Protection and Respiratory Devices: Equipment shall include protective helmets which shall be worn by all persons while in the vicinity of the work. In addition, workers engaged in or near the work during sandblasting shall wear appropriate eye and face protection devices and air purifying, half mask or mouthpiece respirators with appropriate filters.

C. Ventilation: Where ventilation is used to control hazardous exposure, all equipment shall be explosion-proof. Ventilation shall reduce the concentration of air contaminants to the degree a hazard does not exist. Air circulation and exhausting of solvent vapors shall be continued until coatings have fully cured.

D. Sound Levels: Whenever the occupational noise exposure exceeds maximum allowable sound levels, the Contractor shall provide and require the use of approved ear protective devices.

E. Illumination: Adequate illumination shall be provided while work is in progress, including explosion-proof lights and electrical equipment. Whenever required by the Engineer, the Contractor shall provide additional illumination and necessary supports to cover all areas to be inspected. The level of illumination for inspection purposes shall be determined by the Engineer.

F. Temporary Ladders and Scaffolding: All temporary ladders and scaffolding shall conform to applicable safety requirements. They shall be erected where requested by the Engineer to facilitate inspection and be moved by the Contractor to locations requested by the Engineer.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

A. Materials specified are those that have been evaluated for the specific service. Products are listed to establish a standard of quality. Equivalent materials of other Manufacturers may be substituted on written approval of the Engineer in accordance with Section 01600 – Material and Equipment.

Requests for substitution shall include Manufacturer's literature for each product giving name, product number, and generic type, descriptive information, solids by volume, recommended DFT and certified laboratory test reports showing results to equal the performance criteria of the products

specified herein. In addition, a list of five projects shall be submitted in which each product has been used and rendered satisfactory service. The listed projects shall be in the State of Texas, Oklahoma, Louisiana, or Arkansas.

2.2 DELIVERY AND STORAGE:

A. All materials shall be brought to jobsite in original sealed containers. They shall not be used until the Engineer has inspected contents and obtained data from information on containers or label. Materials exceeding storage life recommended by the Manufacturer shall be rejected.

B. All coatings and paints shall be stored in enclosed structures to protect them from weather and excessive heat or cold. Flammable coatings or paint must be stored to conform with City, County, State, and Federal safety codes for flammable coating or paint materials. At all times coatings and paints shall be protected from freezing.

2.3 MATERIALS:

The number of coats called for in this schedule shall be considered minimum. If additional coats are required for complete coverage and uniform appearance, they shall be applied. Colors will be selected by the Owner. The system numbering may not be sequential or inclusive of all numbers from the first to last system or schedule numbers. Color coding of piping to be as noted in Section 3.5, Paragraph B.

SYSTEM NO. 1

TYPE OF SURFACE: Exterior exposed ferrous metals including handrails and walkways.

TYPE OF STRUCTURE: Structural steel, handrails, walkways, stairways, tops of digester covers, bridges, etc.

EXPOSURE CONDITION: Interior and exterior.

SURFACE PREPARATION: SSPC-SP6/NACE 3 Commercial Blast Cleaning. A 1.5 to 2.0 mil angular anchor profile as per ASTM D4417, Method C or NACE Standard SP0287. All surfaces to be clean and dry. All surfaces should be clean, dry, free of oil, rust, loose and scaling paint, and foreign material.

PAINTING SYSTEM:

First Coat:	
Tnemec Series N69 Hi-Build Epoxoline II	5.0–7.0 mils DFT
Sherwin Williams Macropoxy 646 FCE, B58	
Second Coat:	
Tnemec Series 1094 Endura-Shield (Gloss)	2.0–3.0 mils DFT
Sherwin Williams Acrolon 7700, B65-1400 series	

Alternate Second Coat:
Tnemec Series 1095 Endura-Shield (Semi-Gloss) 2.0–3.0 mils DFT
Sherwin Williams Acrolon 7700, B65-1450 series

Total Thickness = 7.0–10.0 mils DFT min.

SYSTEM NO. 2

TYPE OF SURFACE: Ferrous metals.

TYPE OF STRUCTURE: Severe moisture and chemical contact and fumes such as: chemical tanks, feeders, rotary drums, vacuum filters, valves, conveyors, pipes, slurry tanks, and lime and ferric sulfate or chloride tanks, interior and exterior.

EXPOSURE CONDITION: Non-submerged; inside or outside.

SURFACE PREPARATION: Surface shall be sandblasted to a SSPC-SP6/NACE 3 Commercial Blast Cleaning. Anchor profile shall be angular with a 1.5 to 2.0 mil profile as per ASTM D4417, Method C or NACE Standard SP0287. All surfaces to be clean and dry.

PAINTING SYSTEM:

First Coat:
Tnemec Series N69 Hi-Build Epoxloline II 4.0–6.0 mils DFT
Sherwin Williams Macropoxy 646 FCE, B58

Second Coat:
Tnemec Series N69 Hi-Build Epoxloline II 5.0–7.0 mils DFT
Sherwin Williams Macropoxy 646 FCE, B58

Third Coat (Interior):
Tnemec Series N69 Hi-Build Epoxoline II 5.0–7.0 mils DFT
Sherwin Williams Macropoxy 646 FCE, B58

Third Coat (Exterior):
Tnemec Series 1095 (Semi-Gloss) 2.0–3.0 mils
Sherwin Williams Acrolon 7700, B65-1450 series

Total Thickness (Interior) = 14.0–20.0 mils DFT min.

Total Thickness (Exterior) = 11.0–16.0 mils DFT min.

SYSTEM NO. 3

TYPE OF SURFACE: Ductile iron.

TYPE OF STRUCTURE: Piping, fittings and valves, and miscellaneous ductile iron.

EXPOSURE CONDITION: Non-submerged.

SURFACE PREPARATION: Clean all surfaces as per NAPF 500-03-01 Solvent Cleaning to remove all oil, grease, factory applied tars and/or bitumastic coatings and all other soluble contaminants. Prepare ductile iron pipe as per NAPF 500-03-04 Abrasive Blast Cleaning for Ductile Iron pipe, providing a minimum 1.5 mil angular anchor profile. Prepare ductile iron valves and fittings as per NAPF 500-03-05 Abrasive Blast Cleaning for Cast Ductile Iron Fittings. If existing ductile iron is factory coated with Tnemec Series N140, follow the recoat window listed on the current product data sheet.

PAINTING SYSTEM:

First Coat:	
Tnemec Series 133 Pro-Tuff Mastic Sherwin Williams Epoxy Mastic Aluminum II, B62 series	4.0–6.0 mils DFT
Second Coat:	
Tnemec Series 1094 Endura-Shield (Gloss) Sherwin Williams Acrolon 7700, B65-1400 series	2.0–3.0 mils DFT
Alternate Second Coat:	
Tnemec Series 1095 Endura-Shield (Semi-Gloss) Sherwin Williams Acrolon 7700, B65-1450 series	2.0–3.0 mils DFT
Total Thickness =	6.5–9.5 mils DFT min.

SYSTEM NO. 4

TYPE OF SURFACE: Factory-primed metal.

TYPE OF STRUCTURE: Piping, fittings and valves, and miscellaneous metal structures.

EXPOSURE CONDITION: Non-submerged.

SURFACE PREPARATION: All surfaces shall be dry, clean, and free of all contaminants. Clean all surfaces as per SSPC-SP2 or SSPC-SP3 Hand or Power Tool Cleaning. Apply a test patch when necessary to ensure compatibility.

PAINTING SYSTEM:

First Coat:	
Tnemec Series 133 Pro-Tuff Mastic Sherwin Williams Epoxy Mastic Aluminum II, B62 series	4.0–6.0 mils DFT
Second Coat:	
Tnemec Series 1094 Endura-Shield (Gloss) Sherwin Williams Acrolon 7700, B65-1400 series	2.0–3.0 mils DFT
Alternate Second Coat:	
Tnemec Series 1095 Endura-Shield (Semi-Gloss) Sherwin Williams Acrolon 7700, B65-1450 series	2.0–3.0 mils DFT
Total Thickness =	6.0–9.0 mils DFT min.

SYSTEM NO. 5

TYPE OF LIQUID HANDLED: Potable water.

TYPE OF SURFACE: Steel.

TYPE OF STRUCTURE: Filter bed agitators, gates, flumes, weirs, pipes, baffles, paddles, pumps, flights, and troughs.

EXPOSURE CONDITION: Submerged or intermittently submerged.

SURFACE PREPARATION: SSPC-SP10/NACE 2 Near White Metal Blast Cleaning. A 2.0 mil minimum anchor profile is required. Final colors shall be selected by the Owner.

PAINTING SYSTEM:

First Coat:
Tnemec Series 94-H_20 Hydro-Zinc — 2.5–3.5 mils DFT
Sherwin Williams Corothane I Galvapac 1K Zinc Primer, B65 series

Second Coat:
Tnemec Series 21-1255 Beige Epoxoline — 5.0–6.0 mils DFT
Sherwin Williams Sherplate 600, B58-600 series

Third Coat:
Tnemec Series 21-Epoxoline — 5.0–6.0 mils DFT
Sherwin Williams Sherplate 600, B58-600 series

Total Thickness = 12.5–15.5 mils DFT min.

SYSTEM NO. 6

TYPE OF SURFACE: Exterior concrete.

TYPE OF STRUCTURE: Exterior building structures.

EXPOSURE CONDITION: Non-submerged.

SURFACE PREPARATION: All surfaces must be clean and in sound condition. Previously painted surfaces are to be prepared by 3,500 psi power wash with a zero-degree spinner tip and a minimum flow rate of 3.5 gallons per minute. All loose paint, chalk, and contaminants are to be completely removed. New concrete is to be cured a minimum of 14 days and be free of all form oils, release agents, and other contaminants. Contractor will perform all surface preparation necessary to achieve a clean, dry surface prior to application of materials.

PAINTING SYSTEM:

Prime Coat:
Tnemec Series 151-1051 Elasto-Grip FC — 0.7–1.5 mils DFT
Sherwin Williams Loxon Conditioner, LX03W0100

First Coat:
Tnemec Series 156 Enviro-Crete — 6.0–8.0 mils DFT
Sherwin Williams Loxon XP, LX11-50 series

Second Coat:
Tnemec Series 156 Enviro-Crete — 6.0–8.0 mils DFT
Sherwin Williams Loxon XP, LX11-50 series

Total Thickness = 12.7–17.5 mils DFT min.

SYSTEM NO. 7

TYPE OF SURFACE: Interior concrete.

TYPE OF STRUCTURE: Interior of building walls and ceilings, walls, and ceilings in pipe galleries, pump galleries, pump and blower rooms, chlorine rooms, and control rooms.

EXPOSURE CONDITION: Non-submerged.

SURFACE PREPARATION: All surfaces must be clean and in sound condition. Previously painted surfaces are to be prepared by 3,500 psi power wash with a zero-degree spinner tip and a minimum flow rate of 3.5 gallons per minute, or equivalent. All loose paint, chalk, and contaminants are to be completely removed. New concrete is to be cured a minimum of 14 days and be free of all form oils, release agents, and other contaminants. Contractor will perform all surface preparation necessary to achieve a clean, dry surface prior to application of materials.

PAINTING SYSTEM:

Adhesion Promoter:
Tnemec Series 151-1051 Elasto-Grip FC — 0.7–1.5 mils DFT
Sherwin Williams Not Required

First Coat:
Tnemec Series N69 Hi-Build Epoxoline II — 4.0–6.0 mils DFT
Sherwin Williams Macropoxy 646 FCE, B58 series

Second Coat:
Tnemec Series N69 Hi-Build Epoxoline II — 4.0–6.0 mils DFT
Sherwin Williams Macropoxy 646 FCE, B58 series

Total Thickness = 8.7–13.5 mils DFT min.

SYSTEM NO. 8

TYPE OF LIQUID HANDLED: Potable water.

TYPE OF SURFACE: Concrete.

TYPE OF STRUCTURE: Rapid mix chambers, coagulation basin, flocculation and sedimentation basins, filter beds, troughs, flumes, channels, conduits, and clear wells.

EXPOSURE CONDITION: Submerged.

SURFACE PREPARATION: SSPC-SP13/NACE 6 Brush-off Blast Cleaning. An angular surface profile equivalent to ICRI CSP 3 Moderate Service is required. Concrete should be completely cured and free of all form release compounds, laitance, loose particles, and be completely dry. Previously coated surfaces must be cleaned of all paint, rust, grease, and dirt. Pits, bugholes, or unconsolidated areas are to be repaired with Series 218 Surfacing Epoxy.

PAINTING SYSTEM:

First Coat:	
Tnemec Series 21-1255 Epoxoline Sherwin Williams Sherplate 600, B58-600 Series	4.0–6.0 mils DFT
Second Coat:	
Tnemec Series 22-WH11 Off White Epoxoline Sherwin Williams Dura-Plate UHS, B62 series	20.0–25.0 mils DFT
Total Thickness =	24.0–31.0 mils DFT min.

SYSTEM NO. 11

TYPE OF SURFACE: Galvanized or non-ferrous metal.

TYPE OF STRUCTURE: Throughout plant.

EXPOSURE CONDITION: Atmospheric.

SURFACE PREPARATION: Visible deposits of oil, grease, or other contaminants shall be removed as required by SSPC-SP1. Sweep (Abrasive) Blasting per SSPC-SP16 to achieve a uniform anchor profile (1.0 to 2.0 mils). Galvanized surfaces must be clean, dry, and contaminant free prior to application of coatings.

PAINTING SYSTEM:

First Coat:	
Tnemec Series N69 Hi-Build Epoxoline II Sherwin Williams Macropoxy 646 FCE, B58 series	3.0–5.0 mils DFT
Second Coat:	
Tnemec Series 1094 Endura-Shield (Gloss) Sherwin Williams Acrolon 7700, B65-1400 series	2.0–3.0 mils DFT
Total Thickness =	5.0–8.0 mils DFT min.

PART 3 EXECUTION

3.1 GENERAL:

A. All surface preparation, coating and painting shall conform to applicable standards of the Society for Protective and the Manufacturer's printed instructions. Material applied to the surface prior to the approval of the Engineer shall be removed and re-applied to the satisfaction of the Engineer at the expense of the Contractor.

B. All work shall be performed by skilled craftsmen qualified to perform the required work in a manner comparable with the best standards of practice. Continuity of personnel shall be coordinated with the Engineer.

C. The Contractor shall provide a supervisor at the work site during cleaning and application operations. The supervisor shall have the authority to sign change orders, coordinate work and make decisions pertaining to the fulfillment of the contract.

D. Dust, dirt, oil, grease, or any foreign matter that will affect the adhesion or durability of the finish must be removed by washing with clean rags dipped in an approved cleaning solvent and wiped dry with clean rags.

E. Coating and painting system include surface preparation, prime coating, and finish coatings. Unless otherwise approved by the Engineer, prime coating shall be field applied. Where prime coatings are shop applied, the Contractor shall instruct suppliers to provide the prime coat compatible with the finish coat specified. Any off-site work which does not conform to this specification or that is damaged during transportation, construction or installation shall be thoroughly cleaned and touched-up in the field as directed by the Engineer. The Contractor shall use repair procedures which insure the complete protection of all adjacent primer. The specified repair method and equipment may include wire brushing, hand or power tool cleaning, or dry-air blast cleaning. In order to prevent injury to surrounding painted areas, blast cleaning may require use of lower air pressure, smaller nozzle and abrasive particle sizes, or shorter blast nozzle distance from surface shielding and masking. If damage is too extensive or uneconomical to touch-up, then the item shall be re-cleaned and coated as directed by the Engineer.

F. The Contractor's coating and painting equipment shall be designed for application of materials specified and shall be maintained in first class working condition. Compressors shall have suitable traps and filters to remove water and oils from the air.

G. Application of the first coat shall follow immediately after surface preparation and cleaning and before rust bloom occurs. Any cleaned areas not receiving the first coat within this period shall be re-cleaned prior to application of the first coat.

H. Prior to assembly, all surfaces made inaccessible after assembly shall be prepared as specified herein and shall receive the coating or paint system specified.

3.2 SURFACE PREPARATION:

A. The latest revision of the following surface preparation specifications of the Society for Protective Coatings shall form a part of this Specification:

1. Solvent Cleaning (SSPC-SP1/NAPF 500-03-01): Removal of oil, grease, soil, and other contaminants by use of solvents, emulsions, cleaning compounds, steam cleaning or similar materials and methods which involve a solvent or cleaning action.

2. Hand Tool Cleaning (SSPC-SP2): Removal of loose rust, loose mil scale and other detrimental foreign matter to degree specified by hand chipping, scraping, sanding, and wire brushing.

3. Power Tool Cleaning (SSPC-SP3): Removal of loose rust, loose mil scale and other detrimental foreign matter to degree specified by power wire brushing, power impact tools or power sanders.

4. White Metal Blast Cleaning (SSPC-SP5/NACE 1): Blast cleaning to a gray-white uniform metallic color until each element of surface area is free of all visible residues.

5. Commercial Blast Cleaning (SSPC-SP6/NACE 3): Blast cleaning until at least two-thirds of each element or surface area is free of all visible residues.

6. Brush-Off Blast Cleaning (SSPC-SP7/NACE 4): Blast cleaning to remove loose rust, loose mil scale and other detrimental foreign matter to degree specified.

7. Near White Blast Cleaning (SSPC-SP10/NACE 2): The removal of all visible oil, grease, dirt, rust, mil scale, rust, paint, oxides, corrosion products, and other foreign matter by compressed air nozzle blasting, centrifugal wheels or other specific method. Discoloration caused by certain stains shall be limited to no more than 5% of each square inch of surface area.

8. Power Tool Cleaning to Bare Metal (SSPC-SP11): The removal of all visible oil, grease, dirt, mil scale, rust, paint, oxide, corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portion of pits if the original surface is pitted. Differs from SSPC-SP3 in that it requires more thorough cleaning and a surface profile not less than 1 mil (25 microns). For areas where abrasive blasting is prohibited or not feasible.

9. Surface Preparation of Concrete (SSPC-SP13/NACE 6): The removal of burrs, sharp edges, fins, and concrete spatter to the degree specified.

10. Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steel, and Non-Ferrous Metals (SSPC-SP16): Blast cleaning to produce a dense and uniform anchoring profile that is suitable for the coating system to be used. For galvanized steel, the presence of

"wet storage stain" and passivating treatments shall be confirmed and addressed in accordance with the surface preparation specification prior to applying the specified coating system. Removal of "wet storage stain" from galvanized steel surfaces is not permitted by blast cleaning.

11. Abrasive Blast Cleaning of Ductile Iron Pipe (NAPF 500-03-04): The removal of all visible dirt, dust, loose annealing oxide, loose rust, loose mold coating, and other foreign matter.

12. Abrasive Blast Cleaning of Cast Ductile Iron Fittings (NAPF 500-03-05): The removal of all visible dirt, dust, loose annealing oxide, loose rust, loose mold coating and other foreign matter. Differs from NAPF 500-03-04 in that it establishes varying degrees of staining, in terms of the percentage of surface area, that are permissible dependent upon the surface prior coating. For fittings previously coated with asphaltic paint, no staining shall remain on the surface after abrasive blast cleaning. Where referenced in this Section and where asphaltic paint coatings are not present, discoloration caused by stains shall be limited to not more than 5% of each square inch of surface area.

13. (ICRI CSP 2): Visual and tactile standard for field-measuring surface profile for light service.

14. (ICRI CSP 3): Visual and tactile standard for field-measuring surface profile for moderate service.

15. (ICRI CSP 5): Visual and tactile standard for field-measuring surface profile for severe service.

B. Slag and weld metal accumulation and spatters not removed by the Fabricator, Erector, or Installer shall be removed by chipping and grinding. All sharp edges shall be penned, ground, or otherwise blunted as required by the Engineer.

C. Field blast cleaning for all surfaces shall be by dry method unless otherwise directed.

D. Particle size of abrasive used in blast cleaning shall be that which will produce a 2.0–3.0 mils (37.5 microns–50.0 microns) surface profile or in accordance with recommendations of the Manufacturer of the specified coating or paint system to be applied.

E. Abrasive used in blast cleaning operations shall be new, washed, graded and free of contaminants that would interfere with adhesion of coating or paint and shall not be reused unless specifically approved by the Engineer.

F. During blast cleaning operations, caution shall be exercised to ensure that existing coatings or paint are not exposed to abrasion from blast cleaning.

G. The Contractor shall keep the area of work and the surrounding environment in a clean condition. He shall not permit blasting materials to accumulate as to constitute a nuisance or hazard to the accomplishment of the work, the operation of the existing facilities, or nuisance to the surrounding environment.

H. Blast cleaned surfaces shall be cleaned prior to application of specified coatings or paint. No coatings or paint shall be applied over damp or moist surfaces.

I. Pit repair on steel tanks, clarifiers, etc. shall be accomplished by welding if pits are 1/8-inch deep or greater. Pits of less than 1/8-inch in depth may be repaired with Tnemec Series 215 Surfacing Epoxy.

J. Specific Surface Preparation: Surface preparation for the specific system shall be as noted in part 2.3.

K. Non-Visible Contaminants: Interior steel tank surfaces shall be checked in three locations for the presence of chlorides, iron, and sulfates. New tanks shall be tested prior to abrasive blasting, tanks being rehabilitated shall be tested prior to blasting. If blisters are present in existing tank, testing shall also be performed after abrasive blasting. These tests are an Iron Test (ferrous iron [Fe^{2+}]), Chloride Test and Sulfate Test. Testing shall be carried out as per SSPC- Guide 15. The maximum limits for these contaminants shall be:

1. The maximum level of chlorides is 30 milligrams per square meter or 3 micrograms per square centimeter.

2. The maximum level of sulfates is 100 milligrams per square meter or 10 micrograms per square centimeter.

3. The maximum level of ferrous ions (Fe^{2+}) is 50 milligrams per square meter or 5 micrograms per square centimeter.

4. Contamination levels above these limits will require washing and retesting in accordance with Item L (below) until the surface is under the allowable limits.

   If testing shows amounts present in the test solution to be greater than the limits listed herein, the Contractor shall clean the surface of the entire tank interior with a 5,000 psi water blast until the levels in the test solutions are below the maximum acceptable level. Alternate cleaning methods may be allowed with prior approval of the Engineer. Surface shall be re-blasted as specified in 2.3 at no additional cost to the Owner.

   Contractor shall provide a written statement from paint Manufacturer stating that the maximum acceptable levels are not less than those listed herein. Results of the testing shall be provided to the Owner before any coatings are applied.

   The following test kits are approved for use on this project:

a. Chlor*Rid Test Kit.
b. KTA SCAT Test Kit.
c. Test kits from other vendors shall be submitted to the Engineer for prior approval before use.

3.3 APPLICATION:

A. Coating and paint application shall conform to the requirements of the revision of SSPC-PA1, the American Water Works Association, and the Manufacturer of the coating and paint materials.

B. Thinning shall be permitted only as recommended by the Manufacturer and approved by the Engineer.

C. Each application of coating or paint shall be applied evenly, free of brush marks, sags, runs, with no evidence of poor workmanship. Care shall be exercised to avoid lapping on glass or hardware. Coatings and paints shall be sharply cut to lines. Finished surfaces shall be free from defects or blemishes.

D. Protective coverings or drop cloths shall be used to protect floors, textures, and equipment. Care shall be exercised to prevent coatings or paints from being spattered onto surfaces which are not to be coated or painted. Report surfaces from which materials cannot be satisfactory removed to the Engineer.

E. When two coats of coating or paint are specified, where possible, the first coat shall contain sufficient approved color additive to act as an indicator of coverage or the two coats must be of contrasting color.

F. Film thickness per coat specified in part 2.3 are minimum required. If roller application is deemed necessary, the Contractor shall apply additional coats to achieve the specified thickness.

G. All material shall be applied as specified.

H. All welds and irregular surfaces shall receive a stripe coat by brushing and scrubbing into the weld seam of the specific product prior to application of the first complete coat.

I. All bolted connections on rake arms, rotary drums, and filter connections are to be fully coated with a flexible polysulfide coating after the coating system has been installed per part 2.3.

3.4 COATING SYSTEM APPLICATION:

A. After completion of surface preparation as specified for the specific system, materials shall be applied as noted in part 2.3.

3.5 COLOR SCHEME:

A. The Engineer shall select colors for the project. The Contractor shall submit a current chart of the Manufacturer's available colors to the Engineer thirty days prior to the start of coating and painting.

B. The identification of influent, effluent, waste backwash, and chemical feed lines shall be accomplished by use of labels or various colors of paint. Where labels are used, they shall be placed along the pipe at no greater than five foot intervals. Where colors are used they shall follow the color code prescribed below. Color coding must be by solid color or banding. If bands are used, they shall be placed along the pipe at no greater than five foot intervals. The color code is as follows:

Public Water Systems:

LABELS	COLOR OF PIPE
Potable Water	Light Blue
Compressed Air	Light Green
Instrument Air	Light Green with Dark Green Bands
Chlorine (gas, liquid, or vent)	Yellow
Chlorine (solution)	Yellow with Red Bands
Liquid Alum	Yellow with Orange Bands
Alum (solution)	Yellow with Green Bands
Ammonia	Yellow with Brown Bands
Chlorine Dioxide (solution)	Yellow with Blue Bands
Ferric Chloride	Brown with Red Bands
Ferric Sulfate	Brown with Yellow Bands
Polymers	White with Green Bands
Liquid Caustic	White with Red Bands
Caustic (solution)	White with Orange Bands
Fluoride	White with Yellow Bands
Ozone	Stainless Steel with White Bands
Settled Water	Green
Filter Effluent	Light Blue
Backwash Supply	Light Blue
Backwash Waste	Dark Grey
Drain	Dark Gray
Raw Water	Tan

3.6 DISINFECTION:

A. Disinfection may be required for interior surfaces of tanks or systems containing potable water.

3.7 VAPOR REMOVAL:

A. All solvent vapors shall be completely removed by suction-type exhaust fans and blowers before placing tank or system in operating service.

3.8 CLEAN UP:

A. Upon completion of the work, all staging, scaffolding and containers, waste blast abrasive, or other painting debris shall be removed from the site. Coating or paint spots or oil stains upon adjacent surfaces shall be removed and the jobsite cleaned. All damage to surfaces resulting from the work of this section shall be cleaned, repaired, or refinished to the satisfaction of the Engineer at no cost to the Owner.

3.9 SCHEDULE:

A. Follow general painting guidelines described above, including painting of pipe, valves, drywall, and other miscellaneous surfaces. Existing structures and equipment need not be repainted unless otherwise noted. Specific surfaces to be coated include the following:

PAINTING SCHEDULE	
Surface	System No.
Handrails and Walkways	1
Submerged metal equipment (excluding stainless steel, galvanized steel, and aluminum)	4
Exposed metal such as exposed DI pipe (excluding stainless steel, galvanized steel, and aluminum)	5
STRUCTURES:	
Solids Dewatering Building	7
Solids Storage Basin Interior floors and walls up to top of wall	8
Recycle Pump Station Interior floors, walls, and ceiling (all chambers)	8
New concrete vaults, manholes, and wet wells exterior walls below grade	8

* For grout cleaned finish of new concrete, see Division 3.

END OF SECTION

SECTION 11350

PROGRESSIVE CAVITY PUMP

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Positive displacement progressing cavity pump to transfer water treatment plant waste solids from the new waste transfer wet well to the new WTP solids land application sites at the WTP.

1.2 REFERENCES:

A. AISI D-6 – Tool Steel Machining.

B. AGMA 6010-E-88 – Spur, Helical, Herringbone, and Bevel Enclosed Drive.

C. AGMA 6019-E-89 – Gear Motors Using Spur, Helical, Herringbone, Straight Bevel, or Spiral Bevel Gears.

D. AGMA 6023-A88 – Design Manual for Enclosed Epicyclic Gear Drives.

1.3 SYSTEM DESCRIPTION:

A. The progressive cavity pump shall have single stage, close-coupled design. Pumping action shall be achieved by the rotor turning eccentrically within the stator. The fluid flow shall be non-pulsating and directly proportional to the pump speed.

1.4 RELATED SECTIONS:

A. Section 11005 "Equipment Basic Requirements" (including motor specifications)

B. Section 16950 "Vendor Supplied Control Panels"

1.5 SUBMITTALS:

A. Provide the following information in accordance with Section 01300:

1. Product information including catalog data, dimensional drawings, and material of construction to verify that the equipment provided meets the requirements set forth in the specifications.

2. Results of factory tests including test logs.

3. Layout drawings for all equipment showing installation details and exploded diagrams.

4. Manufacturer's installation, operation, and maintenance instructions to include as a minimum:

a. Supplier Identification: The names and addresses of the manufacturer, the nearest representative of the manufacturer, and the nearest supplier of the manufacturer's equipment and parts.

b. Lubrication Information: Manufacturer's recommendation regarding the lubricants to be used and the lubrication schedule to be followed.

c. Control Diagrams: Diagrams shall show internal and connection wiring.

d. Start-up Procedures: These instructions consist of equipment manufacturer's recommendation for installation, adjustment, calibration, and troubleshooting.

e. Operating Procedures: These instructions consist of the equipment manufacturer's recommended step-by-step procedures for starting, operating, and stopping the equipment under specified modes of operation.

f. Preventive Maintenance Procedures: These instructions consist of the equipment manufacturer's recommended steps and schedules for maintaining the equipment.

g. Overhaul Instructions: These instructions consist of the equipment manufacturer's directions for the assembly, repair, and reassembly of the equipment and any safety precautions that must be observed while performing the work.

h. Parts List: This list consists of the manufacturer's recommendations of number of parts which should be stored by the Owner and any required special storage precautions.

i. Exploded View: Exploded or cut views of equipment shall be provided if available as a standard item of the manufacturer's information. When exploded or cut views are not available, plan and section views shall be provided with detailed call-outs.

j. Pump performance curve showing performance of pump to be provided. All extraneous information and curves shall be deleted. Specific operating points shall be indicated on the curve. The performance curve shall indicate the following:

   i. Pump performance over the entire range from shutoff head to maximum flow.
   ii. Horsepower vs capacity over entire range.
   iii. Curves shall be 8-1/2-inch by 11-inch format. One pump per curve.

1.6 WARRANTY

A. The manufacturer shall provide a warranty on equipment against manufacturer's defects for twenty-four (24) months, commencing on the date of Owner-accepted substantial completion of the project. If the equipment should fail during the warranty period due to a defective part, it shall be replaced and the unit restored at no cost to the owner, including both service and parts.

1.7 DELIVERY, STORAGE, AND HANDLING:

A. Store and handle the pump and appurtenances in accordance with the manufacturer's written instruction. Protect the pump and appurtenances from damage.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable (in alphabetical order):

1. Moyno.
2. Netzsch.
3. Seepex.
4. Or Engineer approved equivalent.

2.2 SERVICE CONDITIONS:

A. Pump shall be suitable to feed WTP solids from the waste transfer wet well to the land application sites.

B. Pump shall be suitable for outdoor installation.

C. Pump shall meet the following design criteria:

1.	Sludge Percent Solids	Approximately 1-1.5%
2.	Sludge Solids Size	<½"
3.	Min. Flow (Turndown)	60 gpm
4.	Max Flow	140 gpm
5.	Suction Lift	15 ft (transfer solids storage basin WSL to pump elevation)
6.	NPSHa	30 ft
7.	Design Discharge Pressure (TDH)	15 ft

8.	Max Pump Speed	400 rpm
9.	Motor Hp	20 Hp
10.	Suction Connection Size	4"
11.	Discharge Connection Size	4"

D. If connection sizes other than those listed are proposed, the Contractor shall provide appropriate reducing fittings to adapt the piping at no additional cost to the Owner.

2.3 EQUIPMENT:

A. Pump Characteristics:

1. The pump shall be self-priming type specifically designed for pumping sludge.

2. The pump shall not overload the motor nameplate horsepower at any point of operation.

B. Material of Construction:

1.	Pump Casing	Cast iron.
2.	Stator	Buna N.
3.	Rotor	Steel – Chromium nitride coated or chrome plated.
4.	Shaft Sealing	Burgmann MG1 Q1Q1VGG, Vulcan, or Engineer-approved equivalent.

C. General Features:

1. Compact, close-coupled design.

2. The gearbox shall be sized for a minimum service factor of 1.5.

3. The pump shall be designed to allow the suction port to rotate in 90-degree increments perpendicular to the pump centerline. The castings are to be free of sandholes, blow holes, and outer defects. A drain plug shall be located in the suction casing.

4. Suction and discharge flanges shall be raised face 125-lb flanges meeting ANSI B16.1 or B16.5 standards.

5. The bearings shall be designed to provide a minimum service life of 50,000 hours when operating at the rated capacity and head. Minimum L-10 bearing life shall be 50,000 hours.

6. The rotor shall be AISI D-6 tool steel machined and hardened to 56-64 Hrc and treated for corrosion protection.

7. The stator shall be vulcanized in a metal tube and have a Shore hardness of 60. The stator shall be Buna N and shall extend beyond the stator sleeve ends forming a collar to prevent the material from contacting the metal stator sleeve.

8. Provide mechanical seals.

9. The universal joints shall be designed such that only replacement of the pin and bushings are required and not the drive shaft or coupling rod. The "U" joints are to be packed/filled with a high quality synthetic grease or oil and shall be protected by an elastomeric sleeve which is secured by stainless steel band(s) to prevent the ingress of liquid into the joint area. Each joint is to be designed to transmit the maximum torque at the maximum speed and at the maximum pressure rating of the pump.

10. The pump shaft shall be manufactured of solid bar stock and shall be solid shaft design of chrome steel and shall be coated with a metalized surface that exceeds 75 HRc. (Hollow drive shafts are not acceptable because of material settling in that area which affects rod movement and increases wear on bearings and joints.)

    The shaft shall also incorporate a plug-in arrangement for disassembly and maintenance. The rotating assembly shall be replaceable through the gland area without disturbing the suction piping or pump driver. Disassembly shall be front-pull-out design, allowing rotor, both "U" joints and shall be removed as one unit.

2.4 MOTOR

A. Pump motor shall 1800-rpm, TEFC, inverter duty, horsepower as listed above.

B. The pump motor service factor shall be 1.15.

C. Power supply: 480V, 3 phase, 60 Hz.

D. Motor position shall be located as shown in the Plans.

2.5 CONTROLS

A. Provide a NEMA 4X Type 316 stainless steel local control panel suitable for outdoor installation on a Unistrut frame provided by Contractor.

B. The control panel shall contain a variable speed drive for the pump, an HOA switch, and other accessories as required for a complete and operable system.

C. In automatic mode, the pump shall be turned on and off by a dry contact from the volute press control system. VFD speed shall be set by a 4-20 mA signal from the volute press control system.

D. Provide a dry contact output for a general alarm and any other inputs and outputs required by the volute press manufacturer.

E. Provide thermal run dry protection to automatically shut down the drive motor in case of high temperature.

F. Provide overpressure protection for the discharge piping including instruments, switches, and other accessories.

2.6 SPARE PARTS:

A. Provide manufacturer's recommended spare parts, including the following at a minimum:

1. One (1) Bearing Set (if used).
2. One (1) Rotor.
3. One (1) Stator.
4. One (1) Mechanical Seal Set.

2.7 SPECIAL TOOLS:

A. Provide one (1) set of any special tools required for maintenance and operation.

PART 3 EXECUTION

3.1 SHOP TESTS:

A. The pump shall be tested for performance at the factory to determine the head vs capacity at least two points including the specified design point. The pump shall also be hydrostatically tested. All tests shall be run in accordance with the test code for progressive cavity pumps of the Standards of Hydraulic Institute, latest edition. Submit results of tests.

3.2 INSTALLATION:

A. Install the equipment in accordance with manufacturer's instructions and as shown.

3.3 FIELD QUALITY CONTROL:

A. Provide services of factory-trained manufacturer's representative to inspect, check out, and place system into operation. Representative shall demonstrate satisfactory system operation and provide instruction to Owner's personnel. Visit shall be at least one full working day (8 hours) on-site. Visit to be after sludge is available.

END OF SECTION

Enprotec | Hibbs & Todd

March 20, 2025

CITY OF MIDLAND
MIDLAND, TEXAS
Water Treatment Plant Solids Handling Improvements

Addendum No. 3

Attention is called to the following modifications to the referenced Plans, Specification and Contract Documents for the above referenced project. The City of Midland (City) will receive sealed Proposals for WWP Solids Handling Improvements at the City Secretary's office, located at 300 North Loraine, Suite 330, Midland, TX 79701, by 2:00 p.m., local time on **Wednesday, April 9, 2025**, at which time the sealed Proposals received will be publicly opened and read. We hereby modify the documents as follows:

CONTRACT:

1. The City will **EXTEND** the advertisement date from the original date of March 26, 2025 to **Wednesday, April 9, 2025**, at 2:00 pm.

This addendum consists of one (1) page and becomes a part of the referenced plans, specifications and contract documents and shall be acknowledged by the proposer and attached to the sealed proposal submitted.

Bret Thompson

By Bret Thompson P.E. #145281
Project Manager

STATE OF TEXAS
BRET J. THOMPSON
145281
LICENSED
PROFESSIONAL ENGINEER
3/20/2025

Enprotec | Hibbs & Todd

March 27, 2025

CITY OF MIDLAND
MIDLAND, TEXAS
WATER TREATMENT PLANT SOLIDS HANDLING IMPROVEMENTS

Addendum No. 4

Attention is called to the following modifications to the referenced Plans, Specification and Contract Documents for the above referenced project. The City of Midland (City) will receive sealed Proposals for WWP Solids Handling Improvements at the City Secretary's office, located at 300 North Loraine, Suite 330, Midland, TX 79701, by 2:00 p.m., local time on **Wednesday, April 9, 2025**, at which time the sealed Proposals received will be publicly opened and read. We hereby modify the documents as follows:

CONTRACT:

1. The Request for Proposal Form has been revised to provide alternative line items to demolish the existing gravity thickener as well as a line item for an additional volute press has been added. **REPLACE** the Request for Proposal Form in it's entirety with the attached Request for Proposal.

SPECIFICATIONS:

1. **ADD** Specification 15109 – Air Valves. This specification has been added to clarify the type of air valves required for the project.

2. Specification 15100 – Section 3.3 Valve Schedule. **ADD** the table below after 3.3.B. This is a table of valves for the project. This valve schedule for valves 6" and above for the project.

Valve Type.	Valve Size	Actuation	Fitting Type	Quantity	Location
Plug Valve	6"	Manual	MJxMJ	5	Yard Piping
BFV	6"	Actuated	MJxMJ	1	Yard Piping
Plug Valve	6"	Manual	FLxFL	4	Dewatering Building
Check Valve	6"	Manual	FLxFL	2	Dewatering Building
Plug Valve	6"	Manual	FLxFL	2	Recycle Pump Station
Check Valve	6"	Manual	FLxFL	2	Recycle Pump Station

PLANS:

1. **REMOVE** and **REPLACE** Sheet 14 with the plan sheet attached to this Addendum. Updated to address minor clarifications.

2. **REMOVE** and **REPLACE** Sheet 15 with the plan sheet attached to this Addendum. Updated to address minor clarifications.

3. **REMOVE** and **REPLACE** Sheet 17 with the plan sheet attached to this Addendum. Updated to address minor clarifications.

4. **REMOVE** and **REPLACE** Sheet 25 with the plan sheet attached to this Addendum. Updated to address minor clarifications.

5. **REMOVE** and **REPLACE** Sheet 28 with the plan sheet attached to this Addendum. Updated to address minor clarifications.

6. **REMOVE** and **REPLACE** Sheet 31 with the plan sheet attached to this Addendum. Updated to address minor clarifications.

This addendum consists of twenty-five (25) pages and becomes a part of the referenced plans, specifications and contract documents and shall be acknowledged by the proposer and attached to the sealed proposal submitted.

Bret Thompson

By Bret Thompson P.E. #145281
Project Manager



3/27/2025

REQUEST FOR PROPOSALS (RFP)

CITY OF MIDLAND
Water Treatment Plant Solids Handling Improvements

The City of Midland (Owner) is now accepting proposals in order to evaluate pricing and qualifications of a contractor to construct the work identified as Water Treatment Plant Solids Handling Improvements Project. Sealed proposals will be received until **2:00 p.m. on April 9, 2025**. Proposers shall deliver sealed proposals to the Owner at the following address:

City of Midland
Attn: City Secretary's Office
300 N. Loraine, Suite 330
Midland, Texas 79701

OR

City of Midland
Attn: City Secretary's Office
P O Box 1152
Midland, Texas 79702

Proposal Documents may be obtained from Civcast at www.civcastusa.com. Neither Owner nor Engineer will be responsible for full or partial sets of Proposal Documents, including addenda, if any, obtained from sources other than the Issuing Office.

GENERAL INFORMATION AND OVERVIEW

The purpose of this RFP is to contract with a firm to construct the Midland Solids Handling Improvements at the Midland Water Purification Plant. The work consists of the following primary elements:

- Modifications of existing solids holding tank with surface mixer and decanter.
- Removal and replacement of recycle pump station pumps.
- Modification of existing solids dewatering building.
- Installation of new progressive cavity pumps for solids transfer.
- Installation of new volute dewatering press.
- All necessary appurtenances and electrical improvements.

The City of Midland reserves the right to reject any or all proposals or to waive any informalities in the proposals.

PROPOSAL PROCESS:

1. Requests for Information/Clarification (RFI/C's) shall be submitted to the Engineer no later than 72 hours prior to the RFP submittal deadline. RFI/C's to be requested in writing to:

   Mr. Bret Thompson, PE
   Enprotec/Hibbs & Todd
   1310 Weatherford Highway
   Granbury, Texas 76048
   Phone: 682-498-6000
   Email: bret.thompson@e-ht.com

2. Written responses to RFI/C's requiring Addendum will be made available to all Proposal holders on record no later than 24 hours prior to the RFP Submittal Deadline.

3. One (1) bound copy and one (1) digital PDF version of the Proposal shall be due by the date and time indicated. Proposals received after the closing hour of the due date shall not be considered.

4. Proposal packages must be hand delivered, mailed or shipped by means of a delivery tracking system to confirm delivery time, date, and person signing for delivery.

5. Proposals will be publicly opened and read aloud after the closing hour of the due date.

6. The Owner shall exercise sole discretion as to the schedule and process of evaluating the proposals according to the requirements contained herein.

7. Criteria for award of the Project will include a weighted matrix developed by the Owner, for a maximum number of 100 points, based on the following criteria:

a.	Proposal Pricing (Base Bid)	50%
b.	Proposer Qualifications	30%
c.	Proposal Time	10%
d.	Proposer Safety Record	10%

PROPOSAL FORMAT & REQUIREMENTS:

1. The RFP shall be the basis for each proposal.

2. Proposals shall be addressed to the Owner, as indicated, in a sealed package that shall be independent of the mailing/shipping packages. The proposal package shall be clearly marked as "City of Midland, WPP Solids Handling Improvements, Proposal Package" on the package label. The package label shall include the name and address of the Respondent's company.

3. Proposals shall be submitted in bound documents.

4. Proposals sent by facsimile (fax) machine or by email shall be rejected as being non-responsive to the RFP.

5. Proposal Pricing shall be for the entirety of the work shown or specified and shall be listed on the Price Proposal Sheet of this RFP.

6. All exclusions shall be listed in specific terms, quantities, and values.

7. No Respondent may withdraw its Proposal within 60 days after the actual date of the opening thereof.

8. A Proposal may be withdrawn by an appropriate document duly executed in the same manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted prior to the date and time of the RFP submittal deadline. Upon receipt of such notice, the unopened Proposal will be returned to the Respondent.

   a. If a Respondent wishes to modify its Proposal prior to the RFP submittal deadline, Respondent must withdraw its initial Proposal in the manner specified and submit a new Proposal prior to the date and time of the RFP submittal deadline.

b. If within 24 hours after Proposals are opened any Respondent files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Proposal, that Respondent may withdraw its Proposal, and the Bid Security will be returned. Thereafter, if the Work is rebid, that Proposer will be disqualified from further bidding on the Work.

9. Respondents shall satisfy themselves of the accuracy of the requirements in the RFP by examination of the sites in addition to the review of the Proposal Documents. After proposals have been submitted, the Respondent shall not assert that there was a misunderstanding concerning the quantities of work or the nature of the work to be done. The RFP contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Respondent or relieve them from fulfilling any of the conditions of any Contract awarded under this RFP.

10. A certificate of insurance as provided for in the Proposal Documents, naming Owner and Engineer as co-insured, shall be required for any Contract awarded under this RFP. Respondent's insurance company shall be required to give a minimum of 30 days prior notice of policy or coverage cancellation.

11. A PERFORMANCE and PAYMENT BOND, each in the amount of 100 percent (100%) of the Contract Price, issued by a corporate surety authorized to conduct business in the State of Texas under Article 7.19-1, Texas Insurance Code, will be required for the faithful performance of any Contract awarded under this RFP. Attorneys-in-fact who sign PAYMENT BONDS and PERFORMANCE BONDS must file with each bond a certified and effective dated copy of the power of attorney. The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE AND PAYMENT BONDS within ten (10) calendar days from the date when the NOTICE OF AWARD is delivered to the Proposer. The NOTICE OF AWARD shall be accompanied by the necessary Agreement, Bond Forms, and insurance requirements. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period.

12. Respondent must provide documentation with Proposal proving that they possess a Water Operator D license, or better, in the state of Texas, and the successful Respondent will be required to maintain said license throughout duration of the project.

13. Proposals shall include, at a minimum, the following sections and documentation in response to the RFP:

a. Request for Proposal Document – A complete copy of this RFP, <u>including addenda</u>, if any, shall be submitted as a Proposal Section, in its entirety, to include the Price Proposal Sheet to be completed by the Respondent.

b. Pricing, as follows:

i. Pricing shall be submitted by item on the attached Price Proposal Sheet. Failure to price all listed items may be considered non-responsive to the RFP.

ii. Pricing shall include all proposal development costs, mobilization, labor, material, transportation, equipment, incidentals, appurtenances, demolition, removal, demobilization, overhead, and profit to cover the finished work specified in this RFP document, achieving a

fully functional system.

iii. Pricing shall reflect the Owner's sales tax exempt status.

iv. Pricing shall include all freight and handling costs, F.O.B., Owner's destination.

v. Pricing shall include insurance and bonding costs.

c. Statement of Qualifications Section shall include the following minimum information:

i. Company Profile with listing of principals by percent ownership and their role in the company.

ii. Type of company – corporation, sole proprietorship, etc.

iii. Primary field of business interest (water/wastewater, industry, oil & gas, etc.), listed by percent of revenue.

iv. Date of Incorporation and/or start-up.

v. Number of years under the current ownership structure and business name.

vi. Number and location of offices and technical support centers.

vii. Percentage of this project, based on cost, that shall be:

- Self-performed – completed by company personnel = what percent.
- Sub-contracted – completed by personnel of other companies = what percent.

viii. Listing of all sub-contractors proposed to be used, <u>including a complete Statement of Qualifications as required under this section to be completed by any sub-contractor anticipated to perform over 10% of the work by cost.</u>

ix. Number of employees (not subcontractor employees) dedicated to construction, integration, and technical support.

x. Resume and experience of each person to be assigned to this project, to include:

- The individual's technical background as it relates to this project and related field of interest.
- The individual's duration with the Proposer's company.
- The individual's proximity to the Owner's facilities as a reasonable response expectation for technical and service support.
- The individual's company of employment if different from the Respondent.
- Detailed project-specific and Owner's references for the proposed Project Manager and Field Superintendent.

xi. Areas of specialization including required licenses and certifications.

xii. Area of geographical coverage of related project and service activities.

d. Reference Section shall include:

i. A listing of previous project referenced and experience shall be provided by the Proposer, information to include:

- Name of entity.
- Project name.
- Contact person.
- Phone number.
- City of office.
- Year work completed.

ii. A list of a minimum of three (3) similar projects that include the complexity and magnitude of work to be completed in this project, and that have been completed by the Proposer. The list must include contact names, titles, addresses, email addresses, and telephone numbers for references.

e. Safety Record:

i. Include Business's safety organization and safety performance required in Qualifications Statement.

f. Project Schedule:

i. Include with proposal a detailed project schedule from the Notice to Proceed for the timetable for completing the construction of the Work within the time proposed on the Price Proposal Sheet

ii. Final Completion shall be sixty (60) calendar days from the date established for Substantial Completion.

TERMS AND CONDITIONS:

1. The Owner hereby notifies all Respondents that:

a. The purchase contemplated by this RFP shall be procured in strict compliance with the local, state and federal laws.

b. There is no pre-disposition of award to any particular company at the time of advertisement of this RFP.

c. An invitation to any Respondent, verbal or otherwise, does not waive any requirement set forth in this RFP.

d. In regard to any agreement entered into pursuant to this document, minority business enterprises will be afforded equal opportunities to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, religion, or national origin in consideration for an award.

2. The Owner reserves the right to reject any and/or all proposals, to waive any and all technicalities and to accept any proposal, or part thereof, which in the opinion of the Owner, is most advantageous to the Owner. In case of ambiguity or lack of clarity in stating the prices in the proposal, the Owner reserves the right to consider the most advantageous proposal thereof or to reject the proposal.

3. Respondents may modify their proposal by written addendum at any time prior to the scheduled receipt of proposals, provided such communication is received by the Owner prior to the closing hour of the proposal due date. The addendum should not reveal the proposal pricing, but should provide the addition or subtraction or other modification so that the Owner will not know the final pricing or terms until the sealed proposal, and its addendum, is opened.

4. Owner will not provide interpretation of the meaning of Proposal Documents to any Respondent orally. Such communication must be in writing in the form of an RFI/C and directed to the Engineer as stated herein. Where this RFP is ambiguous or in conflict with on-site conditions, the Respondent shall bring forth questions for clarification, and shall assume all responsibility for a fully functional system prior to submitting a proposal. The Owner and Engineer shall determine the meaning and requirements of any questionable items.

5. Requests for Information/Clarification (RFI/C's) shall be submitted to the Engineer, as previously indicated.

6. Respondents shall assume all responsibility for verifying Engineer's receipt of Requests for Information/Clarification (RFI/C). Where applicable, an addendum or written clarification shall be provided to all Respondents to clarify the meaning of questionable items.

7. Evaluation of proposals will be based on the base-bid criteria stated herein. The best-value proposal submitted by a responsible, responsive, qualified Respondent will be selected for negotiations with the Owner. If proposal amounts exceed the available funds to finance the contract, the Owner may reject all proposals or may award the contract on a negotiated proposal to produce a net amount which is within available funds. The Owner reserves the right to waive any informalities or technical errors that in its judgment will best serve its interests. The Owner may select which alternatives to include in the final contract pricing for the project.

8. At the time of the opening of proposals, each Respondent will be presumed to be thoroughly familiar with the technical requirements, including any addenda, as set forth herein. The failure or omission of any Respondent to examine any site condition, form, instrument, or document shall in no way relieve any Respondent from any obligation with respect to the proposal. It is the Respondent's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the Proposal Documents and all Respondents shall be bound by such addenda, whether or not received by the Respondents.

9. The Owner may make such investigations as deemed necessary to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any

proposal if the evidence submitted by, or the investigation of, such Respondent fails to satisfy the Owner that such Respondent is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

10. Respondents must inform themselves fully of the conditions relating to the construction of the project and the employment of labor therein. Failure to do so will not relieve a successful Respondent of their obligation to furnish all labor and material necessary to carry out the provisions of any Contract awarded under this RFP. The conduct of required work shall not cause any interruptions of, or interfere with, the work of any other contractors.

11. The Respondent's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract as though therein written out in full.

12. The Respondent is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be identified and shall be acceptable to the Owner.

13. With respect to all work performed under this Contract, the Respondent shall meet the following requirements, where scope of work is applicable:

    a. Comply with the safety standards and provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596).

    b. Exercise every precaution at all times for the prevention of accidents and the protection of persons, including employees, and property. Proposer shall conduct weekly safety meetings to insure a safe working environment. The Owner shall reserve the right to request documentation of such meetings and safety training practices.

14. **Provision of Texas Ethics Commission Form 1295 ("TEC Form 1295") by Respondents: Effective January 1, 2016, pursuant to Texas Government Code § 2252.908 (the "Interested Party Disclosure Act" or the "Act"), the Owner may not award the contract to a Respondent unless the Respondent has provided to the Owner a completed, signed and notarized TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the "TEC"). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the Owner. The TEC Form 1295 may accompany the Proposal or may be submitted separately but must be provided to the Owner prior to the award of the contract. For purposes of completing the TEC Form 1295, the entity's name is City of Midland; the contract ID number is 8207 and the description of goods and services is Water Treatment Plant Solids Handling Improvements. Neither the Owner nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any Respondent with respect to the proper completion of the TEC Form 1295.**

SELECTION OF PROPOSER:

Following the review and evaluation of the RFPs, the Owner will notify the most qualified Proposer providing the best-value proposal for the project in writing. Negotiations will be conducted with the selected Proposer to achieve a contract for the Project. If negotiations are unsuccessful, negotiations will be terminated with the Proposer and the Owner will enter into negotiations with the second most qualified, best-value Proposer.

A "Notice of Award" will be issued upon approval of the selected Proposer's contract. A "Notice-to-Proceed" may be issued by the Owner to initiate each work element of the project. The selected Proposer shall be prepared to arrive on site to initiate construction of the proposed improvements upon immediate readiness demanded by the proposed completion date. The selected Proposer shall coordinate its proposed construction schedule with the Owner and Engineer prior to mobilization.

PAYMENT:

Upon notice to proceed, the selected Proposer shall submit a schedule of values to the Engineer for approval as a basis of partial payment requests throughout the project. The selected Proposer may submit monthly invoices for work completed and materials purchased during the previous 30-day period based on the schedule of values. Piping material is not eligible for materials-on-hand. All invoices shall reflect a five percent (5%) retention from the amount of the draw request.

Owner shall remit the net amount of the invoice within 30 days of receipt of the invoice. All retained amounts shall be remitted upon final completion of the project as approved by the Owner and release of a Certificate of Completion.

CONDITIONS OF AWARD:

The Proposals will be considered and evaluated for award based upon the criteria set forth in this RFP.

The Price Proposal Sheet shall be completed with pricing of all items as required by the Proposal Documents of this RFP, and meet the terms thereof. All blank spaces for priced items must be filled in, in ink or typewritten, and the pricing form must be fully completed and executed when submitted. The Owner may waive any informalities or minor defects or reject any or all proposals. The Owner reserves the right to reject any and all proposals, in whole or in part; to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the Owner. In case of ambiguity or lack of completeness in stating the prices in any proposal, the Owner reserves the right to consider the most advantageous thereof.

CITY OF MIDLAND
Water Treatment Plant Solids Handling Improvements
BID PACKAGE PRICE PROPOSAL SHEET

Proposer must completely fill out and provide pricing for all items and sections of the Price Proposal Sheet below.

BID PROPOSAL

ITEM No.	EST QTY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL AMOUNT
1	1 LS	**Mobilization, Bonds and Insurance** (not to exceed 5 percent of proposal) for _____ _____ _____ Dollars and _____ Cents per lump sum.	-	$_____
2	1 LS	Remove and replace existing **Submersible Pumps** in the Recycle Pump Station of the WPP as specified, for _____ _____ Dollars and _____ Cents per lump sum.	-	$_____
3	1 LS	Modifications to existing **Solids Holding Basin** with the surface mixer and floating decanter as specified, for _____ _____ Dollars and _____ Cents per lump sum.	-	$_____
4	1 LS	Modifications to existing **Gravity Thickener Basin** removal of piping and equipment as specified, for _ _____ _____ Dollars and _____ Cents per lump sum.	-	$_____
5	1 LS	Remove and replace existing **Progressive Cavity Pumps** in the Sludge Dewatering Building of the WPP as specified, for _____ _____ _____ Dollars and _____ Cents per lump sum.	-	$_____
6	1 LS	Installation of new **Volute Dewatering Press with two (2) barrels and polymer system** in the Sludge Dewatering Building of the WPP as specified, for __ _____ _____ Dollars and _____ Cents per lump sum.	-	$_____
7	1 LS	Modifications to **Sludge Dewatering Building** in at the WPP as specified, for _____ _____ _____ Dollars and _____ Cents per lump sum.	-	$_____

ITEM No.	EST QTY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL AMOUNT
8	1 LS	Furnish and install listed equipment above and remaining improvements shown in the contract documents, all related appurtenances, as shown and as specified, complete and in place, for _____ _____ Dollars and _____ Cents per lump sum.		$ _____
9	1 LS	Allowance for work directed in writing by the City for legitimate project related issues at the direct cost for such work (NOTE: Contractor's cost for bonds, insurance, profits, etc. associated with this allowance shall be included in the lump sum for Bid Item No. 8 above) at a lump sum amount of _____ One Hundred Thousand Dollars and Zero Cents per lump sum.		$ 100,000.00
BID PROPOSAL TOTAL (Items 1 thru 9)				$ _____

ALTERNATIVE BID PROPOSAL – CIRCLE ADDITIVE OR DEDUCTIVE

ITEM No.	EST QTY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	Additive or Deductive	TOTAL AMOUNT
A1	1 LS	Furnish and install one additional dewatering barrel per Specification 11145, and all related appurtenances, as shown and as specified, complete and in place, for _____ _____ Dollars and _____ Cents per lump sum.	**Additive Or Deductive**	$ _____
A2	1 LS	Furnish and install two additional dewatering barrels per Specification 11145, and all related appurtenances, as shown and as specified, complete and in place, for _____ _____ Dollars and _____ Cents per lump sum.	**Additive Or Deductive**	$ _____
A3	1 LS	Furnish an **additional 12 months warranty** (for a total of 36 months) herein for a lump sum of _____ _____ Dollars and _____ Cents per lump sum.	**Additive Or Deductive**	$ _____
A4	1 LS	Furnish an **additional 24 months warranty** (for a total of 48 months) herein for a lump sum of _____ _____ Dollars and _____ Cents per lump sum.	**Additive Or Deductive**	$ _____

ITEM No.	EST QTY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	Additive or Deductive	TOTAL AMOUNT
A5	1 LS	Replacement of line item 5 with **two (2) double disc pumps** per specification 11169 in the Sludge Dewatering Building of the WPP as specified, for herein for a lump sum of _____ _____ _____ Dollars and _____ Cents per lump sum.	**Additive Or Deductive**	$_____
A6	1 LS	Alternative to Item 4 to **demolish existing Gravity Thickener** as specified, for herein for a lump sum of _____ _____ Dollars and _____ Cents per lump sum.	**Additive Or Deductive**	$_____
A7	1 LS	Purchase of an additional **Volute Dewatering Press with two (2) barrels and polymer system** per Specification 11145 in the Sludge Dewatering Building of the WPP as specified, for _____ _____ _____ Dollars and _____ Cents per lump sum.	**Additive Or Deductive**	$_____

***Maximum allowable Proposal Time for substantial completion is _____ calendar days.**

Proposer agrees that the Work will be substantially complete, as provided in the General Conditions, within the number of calendar days shown above and completed and ready for final payment in accordance with the General Conditions within 60 calendar days after the date that substantial completion is reached.

Respectfully Submitted (Respondent):_____

SUBMITTED on _____, 20___.

State Contractor License No. _____. (If applicable

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with Owner in the form included in the Proposal Documents to perform and furnish all Work as specified or indicated in the Proposal Documents in accordance with the other terms and conditions of this RFP.

2. Proposer accepts all of the terms and conditions of the RFP, including without limitation those dealing with the disposition of pricing security. The Proposal will remain subject to acceptance for 45 days after the Proposal opening, or for such longer period of time that Proposer may agree to in writing upon request of Owner.

3. In submitting this Proposal, Proposer represents, as set forth in the Agreement, that:

   A. Proposer has examined and carefully studied the Proposal Documents, the other related data identified in the Proposal Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

B. Proposer certifies Proposer is qualified to do business in the state where the Project is located as required by laws, rules, and regulations or, if allowed by stature, covenants to obtain such qualification prior to contract award.

C. Proposer understands and agrees that this Proposal shall form the basis for an agreement with the Owner. Therefore, the undersigned agrees to enter into an agreement to perform and furnish all Work as specified or indicated in the Proposal Documents for the amounts indicated in this Proposal and in accordance with the other terms and conditions of the Proposal Documents.

D. Proposer accepts all of the terms and conditions of these Proposal Documents including, without limitation, those dealing with the disposition of Bid security, required bonds, and the liquidated damages that may be imposed. This Proposal shall remain subject to acceptance for a period of 45 days after the day of Proposal opening. The Proposer shall sign and submit the Agreement with the bonds and other required documents within 10 days after the receipt of Notice of Award from the Owner.

E. Proposer has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Proposal Documents, and the written resolution thereof by Engineer is acceptable to Proposer.

F. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Proposal is submitted.

5. Proposer further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any individual or entity to refrain from proposing; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.

6. Proposer will complete the Work in accordance with the Proposal Documents for the prices proposed in the Price Proposal Sheet or as modified during negotiations with the Owner.

7. Proposer accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times specified.

8. The following documents are attached to and made a condition of this Proposal:

A. Advertisement
B. Notice to Bidders
C. General Conditions of Bidding
D. Qualifications Statement
E. Standard Purchase Terms and Conditions
F. Non-Collusion Affidavit of Prime Proposer

G. Debarment / Suspension Certification
H. Bid Bond Not Required
I. Contract
J. Exhibit C – Bonding Requirements
K. Exhibit D – Heavy & Highway Wage Rates rev. 01/03/2025
L. Exhibit D – Building Water Rates rev. 01/03/2025
M. Performance Bond
N. Payment Bond
O. Standard General Conditions of the Construction Contract
P. Conflict of Interest Reporting Requirements
Q. Conflict of Interest Questionnaire
R. Consideration of Location of Bidder's Principal Place of Business

9. The Proposer is required to include their proposed construction schedule.

SECTION 15109

AIR VALVES

PART 1 GENERAL

1.1 SUMMARY

A. The contractor shall furnish and install air release, air/vacuum, and combination air valves made of composite materials, complete as shown on the plans and specified herein.

B. Related Sections:

1. Division 01 - General Requirements
2. Section 11005 "Equipment: Basic Requirements"
3. Section 15100 "Valves: Basic Requirements"
4. Section 15104 "Ball Valves"

1.2 QUALITY ASSURANCE

A. Referenced Standards:

1. American Water Works Association (AWWA):

a. C512, Standard for Air-Release, Air-Vacuum, and Combination Air Valves for Waterworks Service.

b. American National Standard Institute

1.3 SUBMITTALS

A. Submit under provisions of Division 01.

B. The following submittals are required, at a minimum:

1. Shop Drawings: See Specification Section 15100.
2. Operation and Maintenance Manuals:

a. See Division 01 for requirements for the contents of Operation and Maintenance Manuals.

C. Include any other information necessary for the ENGINEER to determine compliance with the specifications.

D. All deviations from Contract Documents shall be clearly identified and approved in writing by the ENGINEER.

E. Partial or incomplete submittals will not be reviewed by ENGINEER.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Subject to compliance with the Contract Documents, the manufacturers listed in the applicable articles below are acceptable.

B. Acceptable:

1. APCO
2. Cla-Val
3. A.R.I.
4. Crispin Valves
5. Engineer approved equal.

2.2 GENERAL

A. Obtain all valves from a single manufacturer.

B. End connections to be compatible with those specified in the contract documents and shown on the Drawings. End connections shall be threaded male connection (National Pipe Thread).

C. All components shall be compatible with the process fluid as specified herein.

D. All valves specified under this section shall be furnished with 316 stainless steel ball valves equal to the size of the size of the connection in accordance with Section 15.

E. All valves shall be rated for a maximum working pressure of 250 psi.

F. Valves designated for service in solids-bearing liquids such as raw water or sludge shall incorporate appropriate provisions to prevent clogging of the valve mechanism.

2.3 VALVE TYPES

A. Air/Vacuum Valves

1. The valve shall automatically discharge and/or admit large volumes of air during the filling or draining of a pipeline.

B. Combination Air Valves

1. The combination air valve shall include (A) air and vacuum component and (B) air release component.

a. The air and vacuum component shall automatically discharge and/or admit large volumes of air during the filling or draining of a pipeline.

b. The air release component shall automatically release small volumes of air while the pipeline is full and operating under pressure.

C. Vacuum Breaker

1. The valve shall protect the pipeline from a vacuum by allowing large volumes of air into the pipeline.

2. The valve shall not allow any volume (small or large) to vent out of the pipeline.

D. Vacuum Guard

1. The valve shall allow air to be vented out of the pipeline.
2. The valve shall not allow any relief of a vacuum.

E. Surge Arrester (Non-Slam)

1. The valve shall protect the pipeline from water hammer effects.

2.4 MATERIALS OF CONSTRUCTION

A. Body: Reinforced Nylon (NSF 61 Certified)

B. Discharge Outlet: Polypropylene (NSF 61 Certified)

C. Rolling Seal: EPDM (NSF 61 Certified)

D. Rolling Seal Assembly (2" Valve)

1. Screws: Stainless Steel (Type 316)
2. Plug Cover: Reinforced Nylon (NSF 61 Certified)
3. Rolling Seal: EPDM (NSF 61 Certified)
4. Plug: Reinforced Nylon (NSF 61 Certified)

E. Clamping Stem: Reinforced Nylon (NSF 61 Certified)

F. Float: Foamed Polypropylene (NSF 61 Certified)

G. Base: Reinforced Nylon (NSF 61 Certified)

H. O-ring: BUNA-N (NSF 61 Certified)

I. Cover (When specified in SCHEDULE): Cast Iron ASTM A48 Class 35B

2.5 ACCESSORIES

A. Furnish any accessories required to provide a completely operable valve.

2.6 SOURCE QUALITY CONTROL

A. Shop hydrostatically test in accordance with AWWA C512.

2.7 MAINTENANCE MATERIALS

A. Provide one (1) set of any special tools or wrenches required for operation or maintenance for each type valve.

PART 3 EXECUTION

3.1 INSTALLATION

A. See Specification Sections 11005 and 15100.

3.2 FIELD QUALITY CONTROL

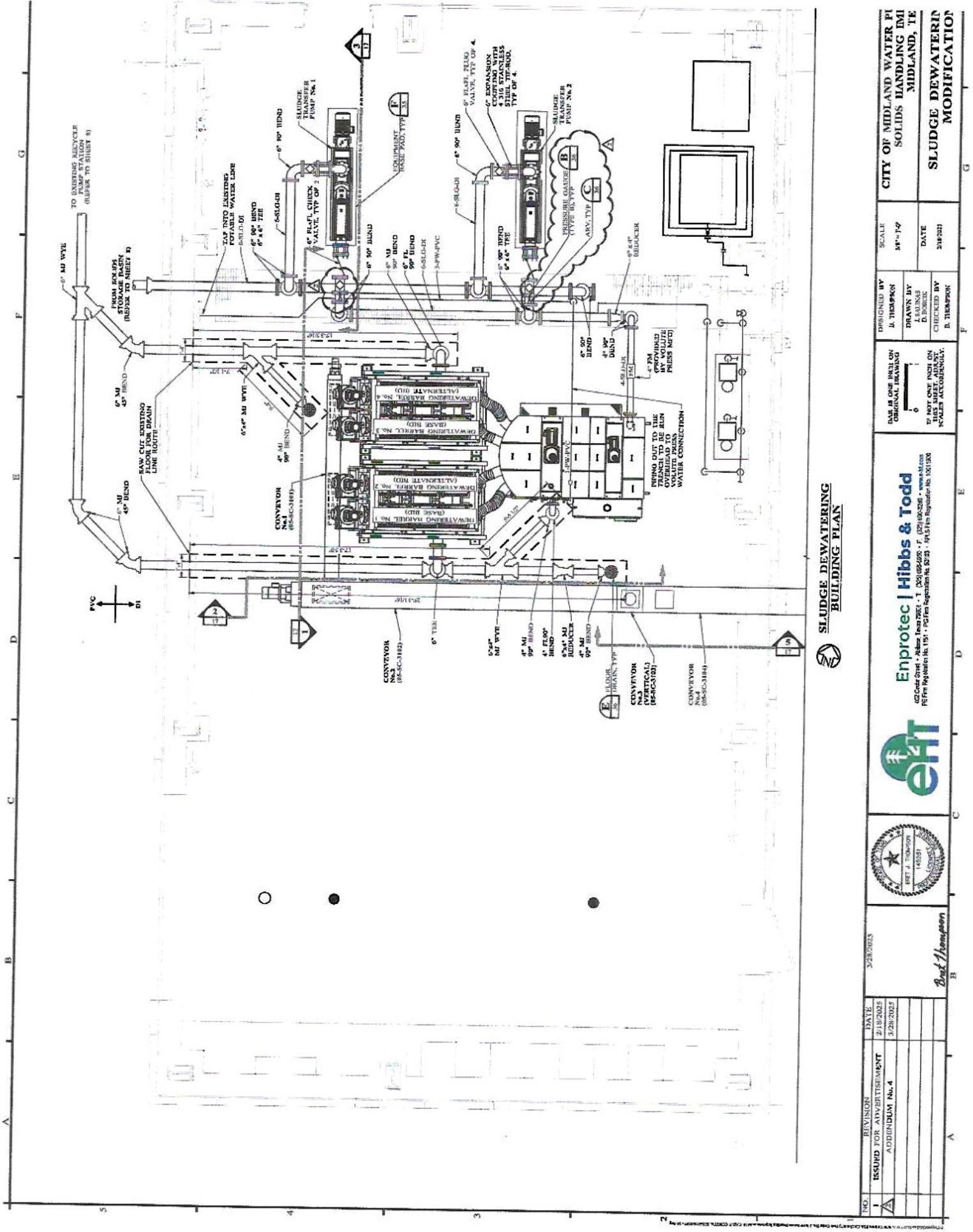
A. Clean, inspect, and operate valve to ensure all parts are operable and valve seats properly.

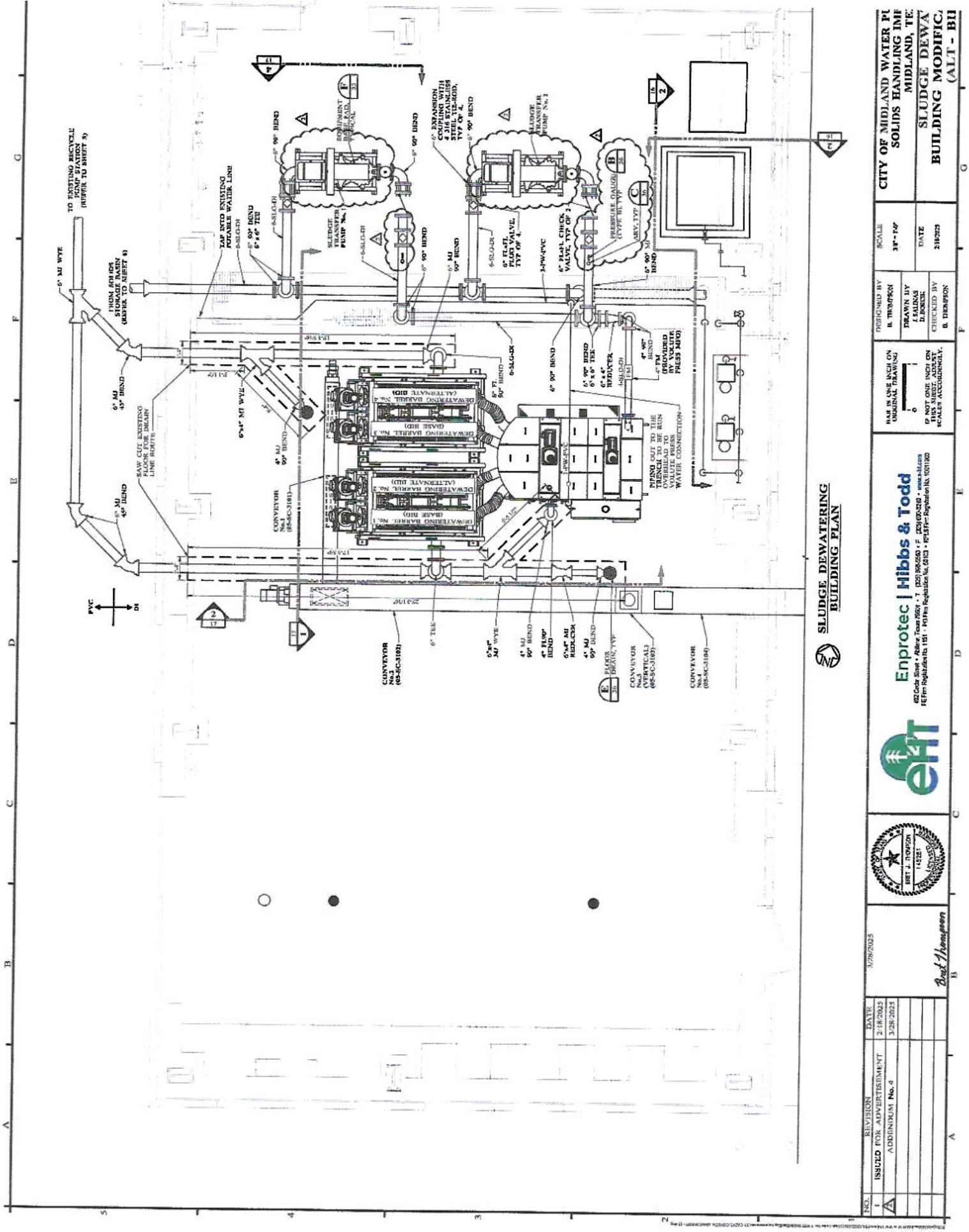
B. Check and adjust valves and accessories in accordance with manufacturer's instructions and place into operation.

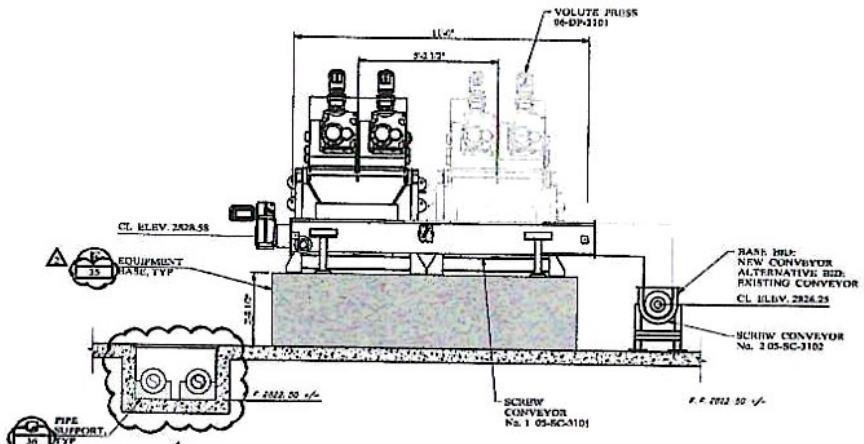
3.3 SCHEDULE

A. Contractor shall provide all valves shown in Drawings. Refer to Drawings for type, end connections, and locations for all valves.

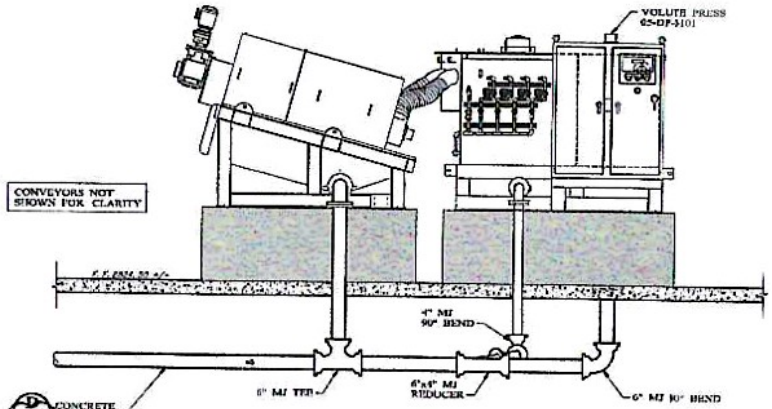
END OF SECTION


SLUDGE DEWATERING BUILDING PLAN
CITY OF MIDLAND WATER PL
SOLIDS HANDLING IMI
MIDLAND, TE
SLUDGE DEWATERIN
MODIFICATION
SCALE
3/8" = 1'-0"
DATE
2/18/2021
DESIGNED BY
J. THOMPSON
DRAWN BY
J. SAUNDERS
D. BORDEN
CHECKED BY
J. THOMPSON
Enprotec | Hibbs & Todd
ISSUED FOR ADVERTISEMENT
ADDENDUM No. 4
2/18/2025
3/28/2025
3/28/2025

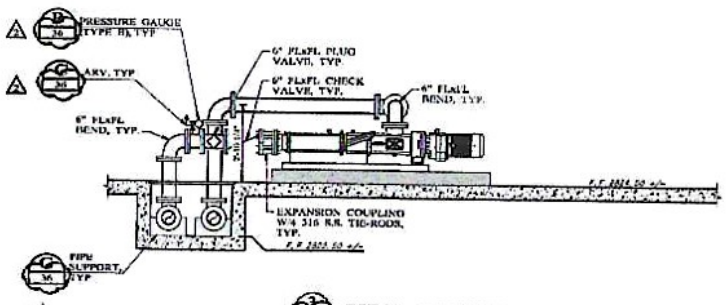

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2/18/2025
3/28/2025



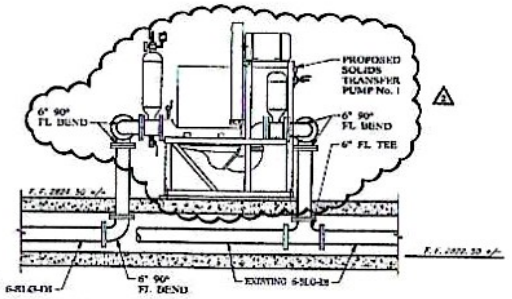
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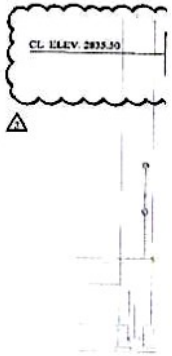
SECTION



PUMP SECTION



PUMP SECTION (ADDITIVE ALTERNATE)



NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025
2	ADDENDUM No. 4	3/28/2025

3/28/2025

Bret Thompson

BRET J. THOMPSON 143281 LICENSED PROFESSIONAL ENGINEER

Enprotec | Hibbs & Todd

402 Cedar Street • Abilene, Texas 79601 • T (325) 698-5560 • F (325) 560-3240 • www.e-ht.com
PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 10011300

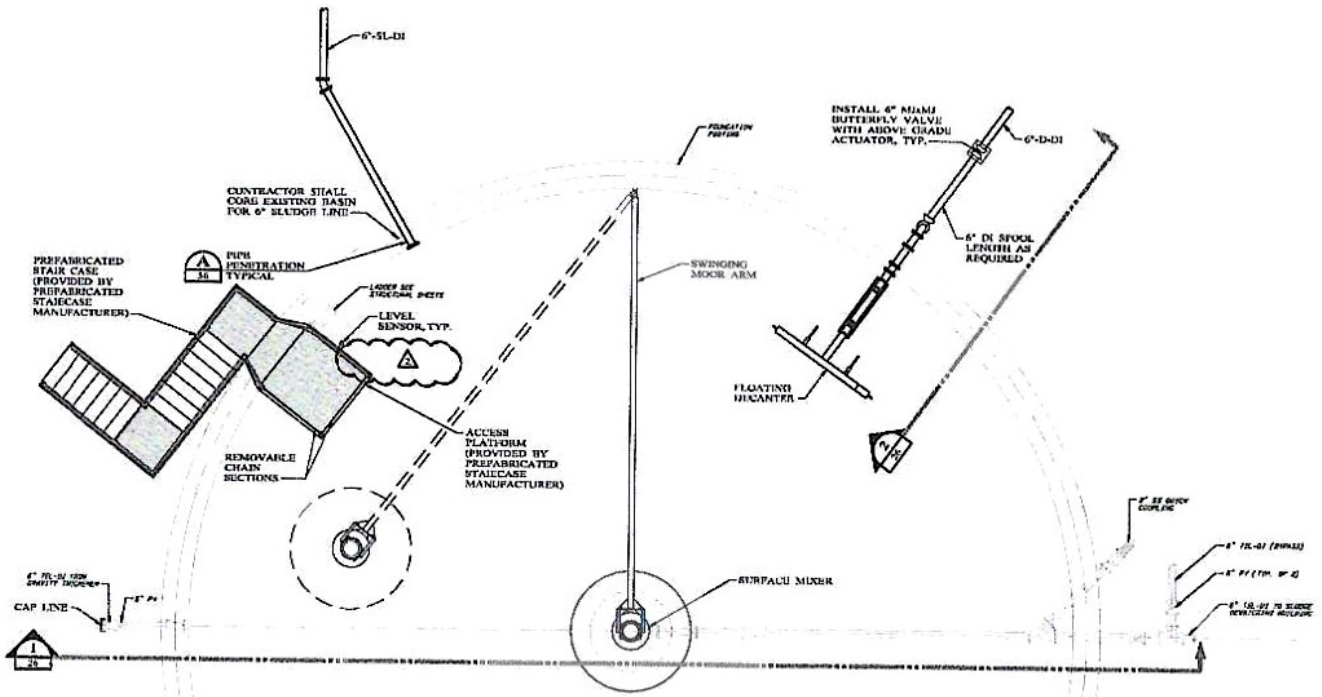
BAR IS ONE INCH ON ORIGINAL DRAWING

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DESIGNED BY	SCALE
B. THOMPSON	3/8" = 1'-0"
DRAWN BY: J.SALINAS, D.BORCIK	DATE
CHECKED BY: B. THOMPSON	2/18/2025

CITY OF MIDLAND WATER PU
SOLIDS HANDLING IMF
MIDLAND, TE

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MODIFICATION S



SOLIDS HOLDING BASIN MODIFICATION PLAN

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025
2	ADDENDUM No. 4	3/28/2025

3/28/2025

Bret Thompson

BRET J. THOMPSON 145281 LICENSED PROFESSIONAL ENGINEER

Enprotec | Hibbs & Todd

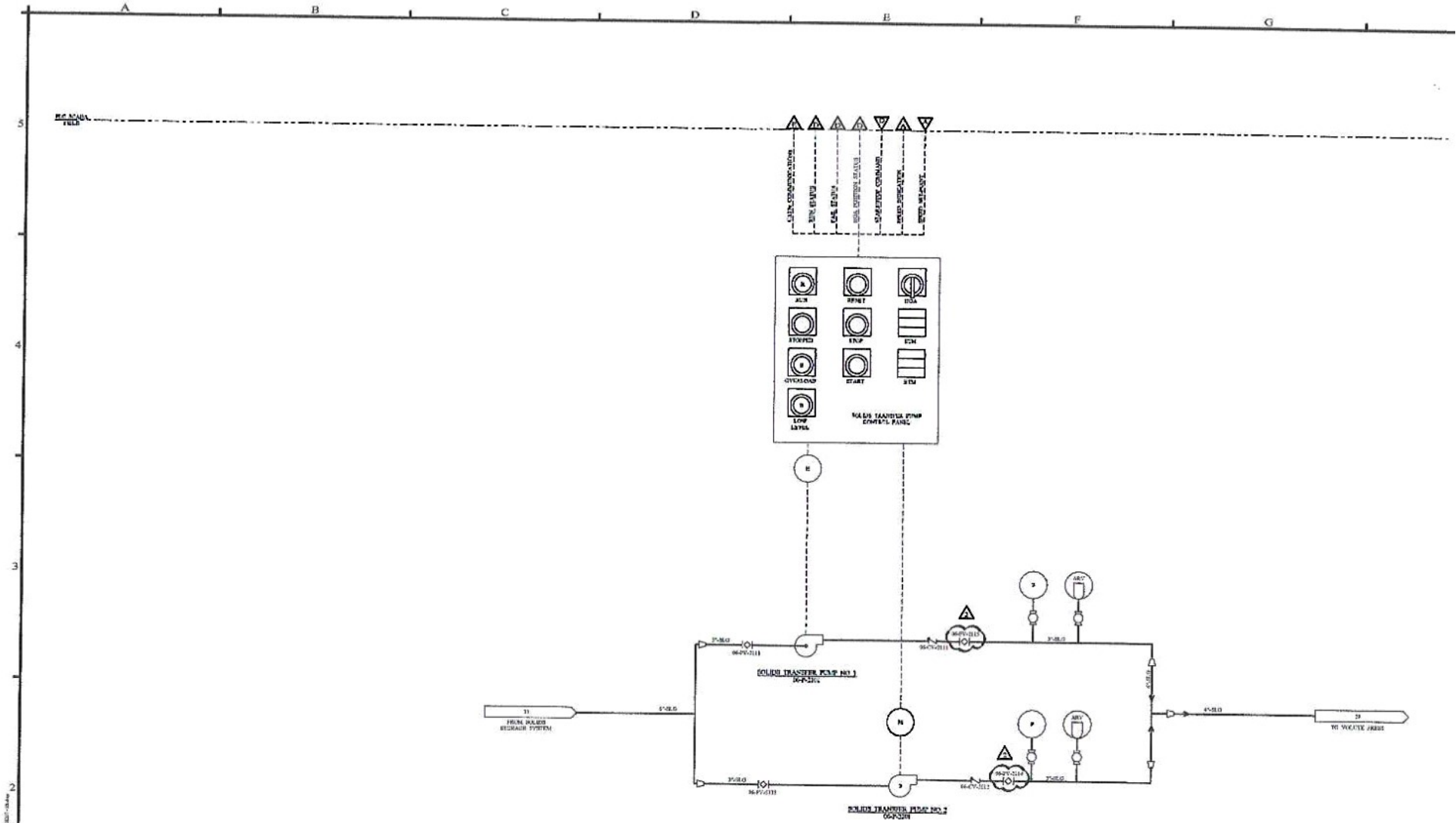
402 Cedar Street • Abilene, Texas 79601 • T: (325) 698-6560 • F: (325) 690-3240 • www.e-ht.com
PE Firm Registration No. 150 • PG Firm Registration No. 50108 • RPLS Firm Registration No. 10011200

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IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY.

DESIGNED BY	B. THOMPSON
DRAWN BY	J. SALINAS D. BORUK
CHECKED BY	B. THOMPSON
SCALE	3/16" = 1'-0"
DATE	2/18/2025

CITY OF MIDLAND WATER PU
SOLIDS HANDLING IMP
MIDLAND, TE

SOLIDS HOLDIN
MODIFICATION



NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025
2	ADDENDUM No. 4	3/28/2025

3/28/2025

Bret Thompson

BRET J. THOMPSON 145281 LICENSED PROFESSIONAL ENGINEER

Enprotec | Hibbs & Todd

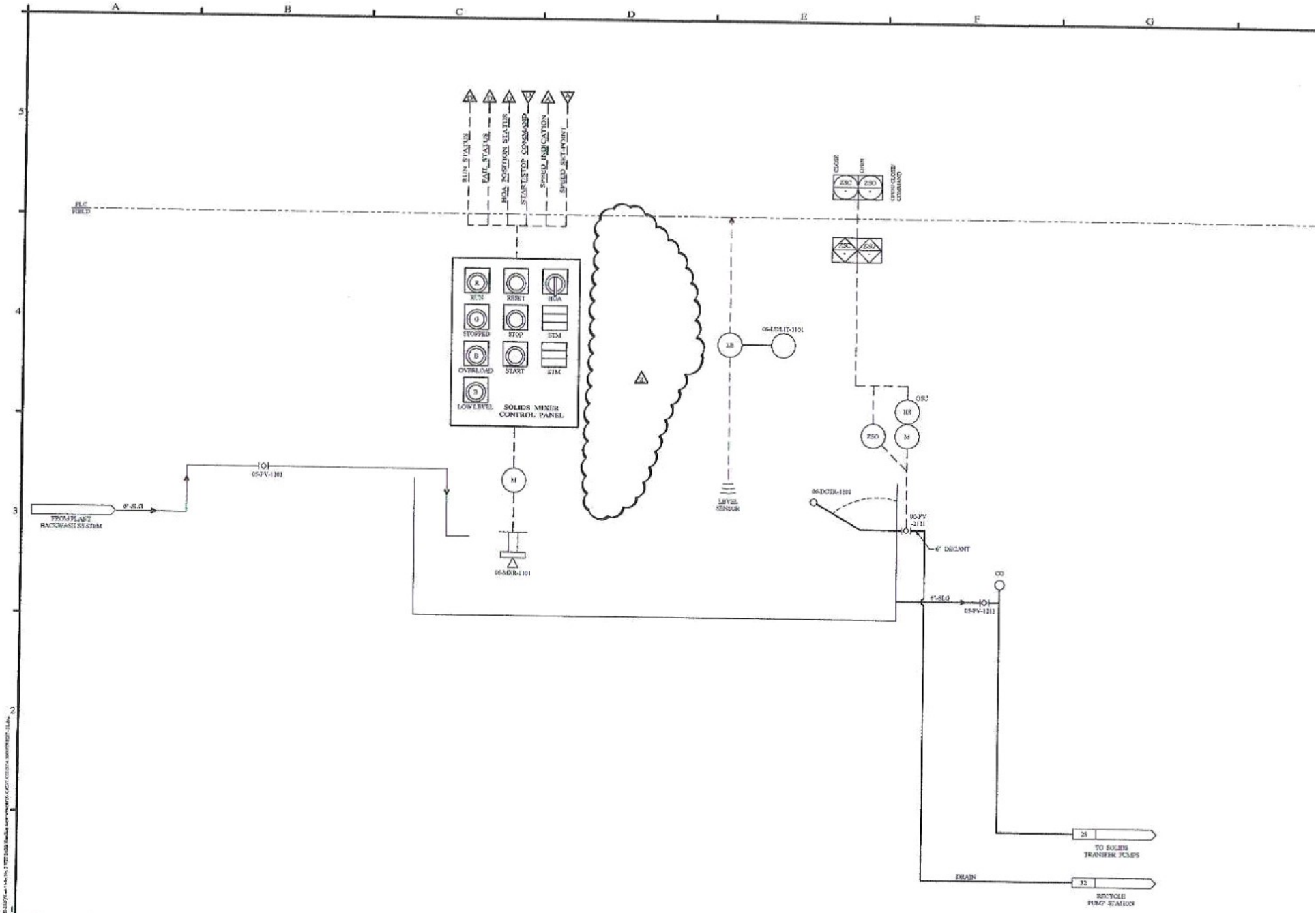
402 Cedar Street • Abilene, Texas 79601 • T (325) 698-5560 • F (325) 690-3240 • www.e-ht.com
PE Firm Registration No. 1151 • PG Firm Registration No. 50123 • RPLS Firm Registration No. 10011900

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IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DESIGNED BY	B. THOMPSON
DRAWN BY	I. SALINAS D. BORCIK
CHECKED BY	B. THOMPSON
SCALE	NO SCALE
DATE	2/18/2025

CITY OF MIDLAND WATER PU
SOLIDS HANDLING IMP
MIDLAND, TE

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NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025
2	ADDENDUM No. 4	3/28/2025

3/28/2025

Bret Thompson

BRET J. THOMPSON 145281 LICENSED PROFESSIONAL ENGINEER

Enprotec | Hibbs & Todd

402 Cedar Street • Abilene, Texas 79601 • T (325) 658-5580 • F (325) 690-8240 • www.e-ht.com
PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 10011900

BAR IS ONE INCH ON ORIGINAL DRAWING

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DESIGNED BY	B. THOMPSON
DRAWN BY	J. SALINAS D. BORCIK
CHECKED BY	B. THOMPSON
SCALE	NO SCALE
DATE	2/18/2025

CITY OF MIDLAND WATER PL
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Enprotec | Hibbs & Todd

March 28, 2025

CITY OF MIDLAND
MIDLAND, TEXAS
WATER TREATMENT PLANT SOLIDS HANDLING IMPROVEMENTS

Addendum No. 5

Attention is called to the following modifications to the referenced Plans, Specification and Contract Documents for the above referenced project. The City of Midland (City) will receive sealed Proposals for WWP Solids Handling Improvements at the City Secretary's office, located at 300 North Loraine, Suite 330, Midland, TX 79701, by 2:00 p.m., local time on **Wednesday, April 9, 2025**, at which time the sealed Proposals received will be publicly opened and read. We hereby modify the documents as follows:

CONTRACT:

1. The Request for Proposal Form will **REMOVE** Item 12 under the Proposal Format and Requirements Section. The Respondent does NOT need to provide a licensed operator for this project.

This addendum consists of one (1) page and becomes a part of the referenced plans, specifications and contract documents and shall be acknowledged by the proposer and attached to the sealed proposal submitted.

Bret Thompson

By Bret Thompson P.E. #145281
Project Manager



3/28/2025

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Dowtech Specialty Contractors, Inc.		
Corporate Office			
Name:	Gerald Downing	Phone number:	325-893-4684
Title:	President	Email address:	dowtech@dowtechspecialty.com
Business address of corporate office:	4703 CR 527 Baird, Texas 79504		
Local Office			
Name:	Gerald Downing	Phone number:	325-893-4684
Title:	President	Email address:	dowtech@dowtechspecialty.com
Business address of local office:	4703 CR 527 Baird, Texas 79504		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ■ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1996	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	■ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

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1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Gerald Downing	Title:	President
Authorized to sign contracts: ■ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:	Clint Carlile	Title:	Vice President
Authorized to sign contracts: ■ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:	Jo Beth Downing	Title:	Secretary / Treasurer
Authorized to sign contracts: ■ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
■ None		

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ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Clint Carlile	
Safety Certifications - NONE		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2024			2023			2022		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Dowlen Specialty Contractors, Inc	1.41	-0-	27,762	1.44	-0-	23,372	.87	10.05	19,910

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	First BankTexas		
Business address:	244 Market Street Baird, Texas 79504		
Date of Business's most recent financial statement:	12/2023	☐ Attached	will provide upon award and request
Date of Business's most recent audited financial statement:	12/2023	☐ Attached	will provide upon award and request
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			will provide upon award and request
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			will provide upon award and request

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

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Surety Name:	Merchants Bonding Company		
Surety is a corporation organized and existing under the laws of the state of:		Texas	
Is surety authorized to provide surety bonds in the Project location?		■ Yes ☐ No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ■ Yes ☐ No			
Mailing Address (principal place of business):	P.O. Box 14498 Des Moines, IA 50306-3498		
Physical Address (principal place of business):	6700 Westown Parkway West Des Moines, IA 50266		
Phone (main):	515-243-8171	Phone (claims):	515-243-8171

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
See attached	

Are providers licensed or authorized to issue policies in the Project location?	☐ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☐ Yes ☐ No
Mailing Address (principal place of business):	
Physical Address (principal place of business):	

Phone (main):		Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	13
Estimate of revenue for the current year:	12,000,000.00
Estimate of revenue for the previous year:	12,000,000.00

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8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	28	As a joint venturer:	⊖	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ■ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ■ No				
Been released from a bid in the past 5 years? ☐ Yes ■ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ■ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ■ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ■ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

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This Statement of Qualifications is offered by:

Business: Dowtech Specialty Contractors, Inc.
(typed or printed name of organization)

By: [signature]
(individual's signature)

Name: Gerald Downing
(typed or printed)

Title: President
(typed or printed)

Date: April 9, 2025
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [signature]
(individual's signature)

Name: Kathy Snell
(typed or printed)

Title: Office manager
(typed or printed)

Address for giving notices:
4703 CR 527
Baird, Texas 79504

Designated Representative:

Name: Gerald Downing
(typed or printed)

Title: President
(typed or printed)

Address:
4703 CR 527
Baird, Texas 79504

Phone: 325-893-4684
Email: dowtech@dowtechspecialty.com

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Schedule A—Current Projects See attached

Name of Organization	Dowtech Specialty Contractors, Inc.			
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

PLOT DATE: 5/28/2025 May 28 2025

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DOWTECH SPECIALTY CONTRACTORS, INC.
4703 CR 527
BAIRD, TEXAS 79504
(325) 893-4684
dowtech@dowtechspecialty.com

SCHEDULE A

CURRENT PROJECTS

DOWTECH SPECIALTY CONTRACTORS, INC.
4703 CR 527
BAIRD, TEXAS 79504
PHONE: 325-893-4684
FAX: 325-893-3116
dowtech@dowtechspecialty.com

CONTRACTS ON HAND

MILLERSVIEW-DOOLE WSC
Emergency Fire Repair
13841 FM 1929
Millersview, Texas 76862
CONTRACT AMOUNT: 216,550.00
END DATE: JULY 10, 2024
34% COMPLETED
SUPERINTENDENT: CLINT CARLILE

NORTH RURAL WSC
3810 US-281
Mineral Wells, Texas
PROJECT: PLANT #2 PUMP STATION IMPROVEMENTS
CONTRACT AMOUNT: $852,456.00
END DATE: APRIL 1, 2025
36% COMPLETED
SUPERINTENDENT: CLINT CARLILE
ENPROTEC / HIBBS & TODD

LOVING COUNTY
P.O. Box 193
Mentone, Texas 79754-0193
PROJECT: REVERSE OSMOSIS SYSTEM IMPROVEMENTS – PHASE III, PART 2
CONTRACT AMOUNT: $2,958,040.61
END DATE: DECEMBER 19, 2025
10% COMPLETED
SUPERINTENDENT: CLINT CARLILE
ENGINEER: S.W. HOWELL, INC.

CITY OF ALPINE
100 N. 13th Street
Alpine, Texas 79830
PROJECT: WWTP IMPROVEMENTS
CONTRACT AMOUNT: $1,790,481.00
START DATE: NOVEMBER 1, 2024
END DATE: NOVEMBER 1, 2025
5% COMPLETED
SUPERINTENDENT: CLINT CARLILE
ENGINEER: JACOB & MARTIN

LOVING COUNTY
P.O. Box 193
Mentone, Texas 79754-0193
PROJECT: WTP IMPROVEMENTS – PHASE 3-PART 1
CONTRACT AMOUNT: $982,253.00
START DATE: OCTOBER 28, 2024
END DATE: AUGUST 24, 2025
28% COMPLETED
SUPERINTENDENT: CLINT CARLILE
ENGINEER: S.W. HOWELL, INC

CITY OF BAIRD
328 MARKET ST
BAIRD, TEXAS 79504
PROJECT: RAW WATER PUMP STATION IMPROVEMENTS
CONTRACT AMOUNT: $254,800.00
START DATE: AUGUST 31, 2024
END DATE: DECEMBER 29, 2024
5% COMPLETED
SUPERINTENDENT: CLINT CARLILE
ENGINEER: JACOB & MARTIN

CITY OF IDALOU
301 Main Street
Idalou, Texas 79329
PROJECT: WATER SYSTEM IMPROVEMENTS – CONTRACT 1
CONTRACT AMOUNT: $1,028,599.00
START DATE: JUNE 26, 2024
END DATE: APRIL 2, 2025
60% COMPLETED
SUPERINTENDENT: CLINT CARLILE
ENGINEER: JACOB & MARTIN

COMANCHE WWTP
101 E. Grand Ave.
Comanche, Texas 76442
PROJECT: WASTE WATER TREATMEN PLANT IMPROVEMENTS
CONTRACT AMOUNT: $758,598.00
START DATE: MAY 16, 2024
END DATE: MARCH 12, 2025
89% COMPLETED
SUPERINTENDENT: CLINT CARLILE
ENGINEER: JACOB & MARTIN

CITY OF COLORADO CITY – RIVER LIFT STATION
180 W. 3RD STREET
COLORADO CITY, TEXAS 79512
PROJECT: RIVER LIFT STATION REHAB
CONTRACT AMOUNT: $999,706.83
START DATE: MAY 18, 2023
END DATE: OCTOBER 9, 2024
85% COMPLETED
SUPERINTENDENT: CLINT CARLILE
ENGINEER: JACOB & MARTIN

CITY OF ABILENE
555 WALNUT
ABILENE, TEXAS 79601
PROJECT: HAMBY WRF IMPROVEMENTS
CONTRACT AMOUNT: $6,751,317.60
START DATE: SEPTEMBER 27, 2022
END DATE: FEBRUARY 5, 2025
96% COMPLETED
SUPERINTENDENT: CLINT CARLILE
ENGINEER: HIBBS & TODD

Schedule B—Previous Experience with Similar Projects See attached

Name of Organization	Dowtech Specialty Contractors, Inc.				
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project No. 1133
May 13, 2025

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DOWTECH SPECIALTY CONTRACTORS, INC.
4703 CR 527
BAIRD, TEXAS 79504
(325) 893-4684
dowtech@dowtechspecialty.com

SCHEDULE B

COMPLETED PROJECTS

DOWTECH SPECIALTY CONTRACTORS, INC.
4703 CR 527
BAIRD, TEXAS 79504
PHONE: 325-893-4684
FAX: 325-893-3116
dowtech@dowtechspecialty.com
CONTACT PERSON: GERALD DOWNING

COMPLETED PROJECTS

CITY OF WINTERS
310 S. MAIN STREET
WINTERS, TEXAS 79567
PROJECT: PUMP STATION IMPROVEMENTS
CONTRACT AMOUNT: $735,628.66
START DATE: SEPTEMBER 11, 2023
END DATE: AUGUST 6, 2024
100% COMPLETED
SUPERINTENDENT: CLINT CARLILE
ENGINEER: HIBBS & TODD

STERLING CITY
508 3RD Street
Sterling City, Texas 76951
PROJECT: WASTEWATER SYSTEM IMPROVEMENTS
CONTRACT AMOUNT: $280,111.00
START DATE: JUNE 24, 2024
END DATE: NOVEMBER 18, 2024
100% COMPLETED
SUPERINTENDENT: CLINT CARLILE
ENGINEER: ENPROTEC / HIBBS & TODD

COMANCHE WSI
101 E. Grand Ave.
Comanche, Texas 76442
PROJECT: WATER SYSTEM IMPROVEMENTS
TDA-CDV21-0396
CONTRACT AMOUNT: $313,202.00
START DATE: MARCH 23, 2024
END DATE: DECEMBER 6, 2024
SUPERINTENDENT: CLINT CARLILE
ENGINEER: JACOB & MARTIN

POSSUM KINGDOM WSC
1170 WILLOW ROAD
GRAFORD, TEXAS 76449
PROJECT: PLANT WATER SYSTEM IMPROVEMENTS
CONTRACT AMOUNT: $292,731.50
START DATE: OCTOBER 2, 2023
END DATE: APRIL 29, 2024
SUPERINTENDENT: CLINT CARLILE
ENGINEER: HIBBS & TODD

DOWTECH SPECIALTY CONTRACTORS, INC
COMPLETED PROJECTS CONT

LOVING COUNTY – MENTONE, TEXAS

P.O. Box 193
Mentone, Texas 79754-0193
PROJECT: PROPOSED WATER WELL NO.9
CONTRACT AMOUNT: $759,911.57
START DATE: MAY 9, 2024
END DATE: OCTOBER 21, 2024
SUPERINTENDENT: CLINT CARLILE
ENGINEER: S.W. HOWELL, INC

CITY OF VERNON

1306 MAIN STREET
VERNON, TEXAS 76384
PROJECT: WWTP IMPROVEMENTS
CONTRACT AMOUNT: $2,941,387.00
START DATE: JUNE 9, 2022
END DATE: SEPTEMBER 26, 2024
SUPERINTENDENT: CLINT CARLILE
ENGINEER: JACOB & MARTIN

CITY OF MUNDAY

121 E. Main Street
Munday, Texas 76371
PROJECT: LIFT STATION IMPROVEMENTS
CONTRACT AMOUNT: $302,426.00
START DATE: JANUARY 15, 2024
END DATE: OCTOBER 31, 2024
SUPERINTENDENT: CLINT CARLILE
ENGINEER: JACOB & MARTIN

CITY OF COLORADO CITY

180 W. 3RD STREET
COLORADO CITY, TEXAS 79512
PROJECT: WWTP HEADWORKS IMPROVEMENTS
CONTRACT AMOUNT: $2,251,105.14
START DATE: JUNE 3, 2022
END DATE: FEBRUARY 5, 2024
SUPERINTENDENT: CLINT CARLILE
ENGINEER: JACOB & MARTIN

DOWTECH SPECIALTY CONTRACTORS, INC
COMPLETED PROJECTS CONT

ZEPHYR WSC
10700 US-183 HWY
ZEPHYR, TEXAS 76890
PROJECT: PUMP STATION #3 – PRESSURE TANK REPLACEMENT
CONTRACT AMOUNT: $184,732.00
START DATE: MARCH 16, 2024
END DATE: SEPTEMBER 12, 2024
SUPERINTENDENT: CLINT CARLILE
ENGINEER: JACOB & MARTIN

CITY OF ASPERMONT
411 S. BROADWAY STREET
ASPERMONT, TEXAS 79502
PROJECT: TDA LIFT STATION IMPROVEMENTS
CONTRACT AMOUNT: $306,796.00
START DATE: NOVEMBER 27, 2023
END DATE: SEPTEMBER 12, 2024
SUPERINTENDENT: CLINT CARLILE
ENGINEER: JACOB & MARTIN

SUN WSC
135 EDWARDS STREET
MERKEL, TEXAS 79536
PROJECT: BARNETT PUMP STATIONS & HENDERSON STORAGE TANK
CONTRACT AMOUNT: $984,106.29
START DATE: JULY 25, 2022
END DATE: MAY 24, 2024
SUPERINTENDENT: CLINT CARLILE
ENGINEER: JACOB & MARTIN

CITY OF AZLE
505 WEST MAIN ST.
AZLE, TEXAS 76020
EMERGENCY RAW WATER INTAKE & WATER TREATMENT PLANT GENERATOR – REBID
CONTRACT AMOUNT: $565,742.00
START DATE: MAY 4, 2022
END DATE: FEBRUARY 6, 2023
SUPERINTENDENT: CLINT CARLILE
ENGINEER: JACOB & MARTIN

CITY OF SWEETWATER
200 EAST 4TH STREET
SWEETWATER, TEXAS 79556
DWSFT WATER SYSTEM IMPROVEMENTS
CONTRACT "A" – MEMBRANE REPLACEMENT
CONTRACT AMOUNT: $1,359,371.93
START DATE: NOVEMBER 7, 2022
END DATE: APRIL 30, 2024
SUPERINTENDENT – CLINT CARLILE

DOWTECH SPECIALTY CONTRACTORS, INC
COMPLETED PROJECTS CONT

CITY OF KNOX CITY
902 E. MAIN STREET
KNOX CITY, TEXAS 79529
PROJECT: WASTEWATER TREATMENT PLANT CLARIFIER IMPROVEMENTS
CONTRACT AMOUNT: $375,636.00
START DATE: MAY 15, 2023
END DATE: MARCH 26, 2024
SUPERINTENDENT: CLINT CARLILE
ENGINEER: PARKHILL SMITH & COOPER

WESTBOUND WATER SUPPLY CORPORATION
201 EAST 8TH STREET
CISCO, TEXAS 76437
PROJECT: COLLEGE PUMP STATION IMPROVEMENTS
CONTRACT AMOUNT: $165,296.00
START DATE: JUNE 26, 2023
END DATE: DECEMBER 13, 2023
SUPERINTENDENT: CLINT CARLILE
ENGINEER: HIBBS & TODD

MILLERSVIEW-DOOLE WSC
13841 FM 1929 EAST
MILLERSVIEW, TEXAS 76862
PROJECT: FM 1929 PUMP STATION IMPROVEMENTS
CONTRACT AMOUNT: $355,807.00
START DATE: July 117, 2023
END DATE: MAY 1, 2024
SUPERINTENDENT: CLINT CARLILE
ENGINEER: JACOB & MARTIN

COKE COUNTY
10390 HWY 158W
ROBERT LEE, TEXAS 76945
PROJECT: PUMP STATION IMPROVEMENTS
CONTRACT AMOUNT: $200,265.00
START DATE: JUNE 6, 2023
END DATE: 01-31-2024
SUPERINTENDENT: CLINT CARLILE
ENGINEER: JACOB & MARTIN

DOWTECH SPECIALTY CONTRACTORS, INC
COMPLETED PROJECTS CONT

EASTLAND COUNTY WATER SUPPLY DISTRICT
726 FM 2461 S.
RANGER, TX 76470
PH 254-647-3294
PROJECT: DWSRF WATER SYSTEM IMPROVEMENTS CONTRACT 1 – WTP DISINFECTION SYSTEM IMPROVEMENTS
CONTRACT NO.: TWDB PROJECT NO. 61928
CONTRACT AMOUNT: $1,372,792.00
CONTRACT DATE: 2-23-2021
START DATE: 5-6-2021
END DATE: 11-30-2023
SUPERINTENDENT: RUSSELL BUCHANAN
ENGINEER: ENPROTEC / HIBBS & TODD – JOSHUA BERRYHILL 325-698-5560

CITY OF GOLDTHWAITE
1218 FISHER STREET
GOLDTHWAITE, TEXAS 76844
RAW WATER POND RECONSTRUCTION
CONTRACT AMOUNT: $731,240.00
START DATE: JANUARY 20, 2023
END DATE: MAY 10, 2023
SUPERINTENDENT – CLINT CARLILE
ENGINEER -- JACOB & MARTIN

CITY OF MERKEL
100 KENT ST.
MERKEL, TEXAS 79536
325-928-4911
WWTP IMPROVEMENTS
CONTRACT AMOUNT: $279,129.00
START DATE: NOVEMBER 21, 2022
END DATE: OCTOBER 31, 2023
SUPERINTENDENT – CLINT CARLILE
ENGINEER – JACOB & MARTIN

TDCJ COFFIELD UNIT
2661FM 2054
TENNESSEE COLONY, TX 75884
936-437-7227
INSTALL NEW SLUDGE DEWATERING PRESS – WWTP
PROJECT NO. 696-FD-21-22-C079
CONTRACT AMOUNT: $726,844.31
CONTRACT DATE: MAY 21, 2021
START DATE: AUGUST 4, 2021
END DATE: MARCH 10, 2023
SUPERINTENDENT: CLINT CARLILE
ENGINEER: RICHARD RIVERS / TDCJ 903-948-7809

DOWTECH SPECIALTY CONTRACTORS, INC
COMPLETED PROJECTS CONT

SWEETWATER – HIGHLAND PUMP STATION
200 EAST 4TH STREET
SWEETWATER, TEXAS 79556
STAND BY GENERATOR IMPROVEMENTS
CONTRACT AMOUNT: $162,970.00
START DATE: MARCH 9, 2022
END DATE: NOVEMBER 4, 2023
SUPERINTENDENT – CLINT CARLILE
ENGINEER – ENPROTEC / HIBBS & TODD

CITY OF BRECKENRIDGE
105 N. ROSE AVE.
BRECKENRIDGE, TEXAS 76424
PROJECT: LIFT STATION #4 REHABILITATION 1
CONTRACT AMOUNT: 264,434.00
START DATE:
END DATE: 3/30/2023
SUPERINTENDENT: CLINT CARLILE
ENGINEER: HIBBS & TODD

CITY OF COAHOMA
122 N. 1ST STREET
COAHOMA, TEXAS 79511
PROJECT: PUMP STATION NO. 2 TTHM REDUCTION SYSTEM
CONTRACT AMOUNT: 61,681.00
START DATE: JUNE 14, 2022
END DATE: NOVEMBER 23, 2022
SUPERINTENDENT: CLINT CARLILE
ENGINEER: HIBBS & TODD

CITY OF RALLS
800 AVENUE I
RALLS, TEXAS 79357
USDA – RD WWTP IMPROVEMENTS
CONTRACT AMOUNT: $1,253,836.54
START DATE: DECEMBER 10, 2021
END DATE: DECEMBER 31, 2022
SUPERINTENDENT: CLINT CARLILE
ENGINEER: JACOB & MARTIN

CITY OF WELLMAN
506 6th STREET
WELLMAN, TX 79378
PH. 806-637-4063
PROJECT: TWDB DWSRF WATER TREATMENT IMPROVEMENTS
PROJECT NO.: DWSRF NO. 62689
CONTRACT AMOUNT: $804,577.00
START DATE: APRIL 23, 2021
END DATE: MARCH 18, 2022
SUPERINTENDENT: CRAIG JACKSON
ENGINEER: JACOB & MARTIN / ALLEN PHILLIPS 806-368-6375

DOWTECH SPECIALTY CONTRACTORS, INC
COMPLETED PROJECTS CONT

CITY OF O'DONNELL
615 8TH STREET
O'DONNELL, TEXAS 79351
PROJECT: TDA LIFT STATION IMPROVEMENTS
CONTRACT AMOUNT: $215,829.00
START DATE: FEBRUARY 1, 2022
END DATE: SEPTEMBER 28, 2022
SUPERINTENDENT: CLINT CARLILE
ENGINEER: JACOB & MARTIN

CITY OF THROCKMORTON
116 NORTH MINTER AVE
THROCKMORTON, TEXAS 76483
WATER SYSTEM IMPROVEMENTS
PROJECT NO. TDA 7220461
CONTRACT AMOUNT: $250,356.00
START DATE: FEBRUARY 9, 2022
END DATE: AUGUST 18, 2022
SUPERINTENDENT: CLINT CARLILE
ENGINEER: JACOB & MARTIN

CITY OF COLEMAN
711 MISSISSIPPI
COLEMAN, TX 76834
PH. 325-625-5412
PROJECT: USDA WTP IMPROVEMENTS
CONTRACT AMOUNT: 8,366,565.00
START DATE: AUGUST 5, 2019
END DATE: JANUARY 2022
SUPERINTENDENT: CLINT CARLILE
ENGINEER: JACOB & MARTIN

CITY OF MASON
124 MOODY ST.
MASON, TX 76856
PH. 325-347-6449
PROJECT: TWDB DWSRF WATER SYSTEM IMPROVEMENTS
CONTRACT AMOUNT: 2,160,660.00
START DATE: OCTOBER 01, 2020
END DATE: MAY 25, 2022
SUPERINTENDENT: CLINT CARLILE
ENGINEER: ENRPOTEC / HIBBS & TODD INC.

DOWTECH SPECIALTY CONTRACTORS, INC
COMPLETED PROJECTS CONT

STEAMBOAT MOUNTAIN WATER SUPPLY CORPORATION
429 GRAHAM STREET
TUSCOLA, TEXAS 79562
PROJECT: SPRING CREEK STORAGE TANK AND CONTROL BUILDING
CONTRACT AMOUNT: $528,064.00
START DATE: FEBRUARY 1, 2022
END DATE: JULY 18, 2022
SUPERINTENDENT: CLINT CARLILE
ENGINEER: JACOB & MARTIN

CITY OF GRANITE SHOALS
2221 N. PHILLIPS RANCH ROAD
GRANITE SHOALS, TX 78654
PH. 830-598-2424
PROJECT: CHLORINE DIOXIDE GENERATOR
PROJECT No.: TDA NO. 7219171
CONTRACT AMOUNT: $433,415.00
START DATE: 5-14-2021
END DATE: 06/06/2022
SUPERINTENDENT: EDWARD GALINDO
ENGINEER: JACOB MARTIN

COMANCHE COUNTY WSD
800 S. TEXAS ST
DELEON, TEXAS 76444
254-893-3678
HIGHWAY 36 PUMP STATION
TWDB DWSRF NO. 62837
CONTRACT AMOUNT: $374,945.00
CONTRACT DATE: JUNE 2, 2021
START DATE: JUNE 23, 2021
END DATE: NOVEMBER 30, 2021
SUPERINTENDENT: CLINT CARLILE
ENGINEER: JACOB & MARTIN

CITY OF MINGUS
229 S. MINGUS BLVD
MINGUS, TEXAS 76463
254-672-5995
CDBG CHLORAMINE FEED SYSTEM
PROJECT NO. 7219281
CONTRACT AMOUNT: $63,202.00
CONTRACT DATE: SEPTEMBER 24, 2021
START DATE: OCTOBER 4, 2021
END DATE: MARCH 3, 2022
SUPERINTENDENT: CLINT CARLILE
ENGINEER: JACOB & MARTIN

DOWTECH SPECIALTY CONTRACTORS, INC
COMPLETED PROJECTS CONT

CITY OF STRAWN
NAME: RPWD-PPMSP / OFFISTE WATER & SEWER – GROUND STORAGE TANK
118 HOUSLEY STREET STRAWN, TEXAS 76475
CONTRACT NO. N/A
CONTRACT AMOUNT: $307,650.00
START DATE: MAY 21 ,2021
END DATE: FEBRUARY 24, 2022
ENGINEERS: JACOB & MARTIN
PROJECT ADMINISTRATOR: DEREK TURNER

CITY OF GORDON
105 S. MAIN
GORDON, TX 76453
PH. 254-693-5510
PROJECT: 2019 CDBG WATER SYSTEM IMPROVEMENTS
PROJECT NO.: TDA7219169
CONTRACT AMOUNT: $404,821.00
STATE DATE: 10-30-2020
END DATE: 8-11-2021
SUPERINTENDENT: RUSSELL BUCHANAN
ENGINEER: JACOB & MARTIN / DERECK TURNER 817-594-9880

LOVING COUNTY, MENTONE, TEXAS
100 NORTH DALLAS STREET
MENTONE, TX 79754
PROJECT: PROPOSED REVERSE OSMOSIS SYSTEM – PHASE II
LOVING COUNTY WATER SYSEM
PROJECT NO.: N/A
CONTRACT AMOUNT: $2,050,430.00
START DATE: 05-08-2020
END DATE: 3-31-2021
DAYS: 240/270
SUPERINTENDENT: CRAIG JACKSON
ENGINEER: S.W. HOWELL
STEVE DENNIS 432-367-5711

CITY OF LORENZO
705 6TH STREET
LORENZO, TX 76343
PROJECT: TDA CDBG LIFT STATION IMPROVEMENTS
TDA NO. 7219241
CONTRACT AMOUNT: $247,434.00
START DATE: 10-19-2020
END DATE: 4-8-2021
DAYS: 180
SUPERINTENDENT:
ENGINEER: JACOB & MARTIN
ALLEN PHILLIPS 806-368-6375

DOWTECH SPECIALTY CONTRACTORS, INC
COMPLETED PROJECTS CONT

CITY OF KERRVILLE
701 MAIN STREET
KERRVILLE, TX
PROJECT: WATER TREATMENT PLANT THM CONTROL FACILTY
PROJECT NO.: CITY OF KERRVILLE PROJECT NO.: C2017-33
CONTRACT AMOUNT: $4,115,107.80
CONTRACT DATE: APRIL 1, 2019
START DATE: 4-29-2019
END DATE: 2-24-2021
DAYS: 330/390 Plus 371 Days Change Orde
SUPERINTEND: EDWARD GALINDO
ENGINEER: FREESE AND NICHOLS, INC.
BRENT MILLER 210-298-3849

CITY OF ABILENE
555 WALNUT
ABILENE, TX 79601
PROJECT: NORTHEAST AND GRIMES WATER TREATMENT PLANTS
CHLORINATION SYSTEM UPGRADES
PROJECT NO.: N/A
CONTRACT AMOUNT: $171,000.00
CONTRACT DATE: 9-18-2019
DAYS: 90/120
SUPERINTENDENT: EDWARD GALINDO / CODY PATTERSON
ENGINEER: ENPROTECH / HIBBS & TODD
JORDAN HIBBS 325-698-5560

CITY OF ABILENE
555 WALNUT
ABILENE, TX
PROJECT: NORTHEAST WATER TREATMENT PLANT FILTER NO. 5
UNDERDRAIN REPLACEMENT
PROJECT NO.: N/A
CONTRACT WMOUNT: $164,000.00
START DATE: 5-19-2020
END DATE: 9-25-2020
DAYS: 65/88
SUPERINTENDENT: CODY PATTERSON
ENGINEER: ENPROTEC / HIBBS & TODD
JORDAN HIBBS 325-698-5560

DOWTECH SPECIALTY CONTRACTORS, INC
COMPLETED PROJECTS CONT

CITY OF RULE
701 UNION AVE
RULE, TX 79547
PROJECT: WASTEWATER POND IMPROVEMENTS
PROJECT NUMBER: TDA NO. 7218420
CONTRACT AMOUNT: $186,140.00 Plus CO = $205,470.97
START DATE: 2-29-2020
END DATE: 7-24-2020
PLUS CHANGE ORDER #1 $19,330.97
DAYS: 240
SUPERINTENDENT: RUSSEL BUCHANAN
ENGINEER: JACOB & MARTIN
JEREMIAH BIHL 325-695-1070

CITY OF ROPESVILLE
107 HOCKLEY MAIN STREET
ROPESVILLE, TX 79358
PROJECT: TDA LIFT STATION IMPROVEMENTS-REBID
PROJECT NO.: TDA 7218410
CONTRACT AMOUNT: $202,804.00 PLUS CHANGE ORDER = $206,346.50
CONTRACT DATE: 1-9-202
NOTICE TO PROCEDD: 1-20-2020
END DATE: 7-29-2020
DAYS: 120
CHANGE ORDER #1 - $3,542.50
SUPERINTENDENT: CRAIG JACKSON
ENGINEER: JACOB & MARTIN
ALLEN PHILLIPS 806-368-6375

CITY OF ABILENE
555 WALNUT
ABILENE, TX 79601
PROJECT: 1952 CLEARFORK SCALPING PS PIPING IMPROVEMENTS
PROJECT NO.: N/A
CONTRACT AMOUNT: $305,555.75
CONTRACT DATE: 10-15-2019
START DATE: 10-21-2019
END DATE: 6-26-2020
DAYS: 180
SUPERINTENDENT: NATE MACLEOD
ENGINEER: ENPROTEC / HIBBS & TODD
JORDAN HIBBS 325-698-5560

DOWTECH SPECIALTY CONTRACTORS, INC
COMPLETED PROJECTS CONT

TPWD LAKE ARROWHEAD STATE PARK
229 PARK ROAD 63
WICHITA FALLS, TX 76310
PROJECT: WASTEWATER IMPROVEMENTS
PROJECT NO.: 118517
CONTRACT NO.: 523649
CONTRACT AMOUNT: $601,892.94
CONTRACT DATE: 7-22-2019
START DATE: 7-24-2019
END DATE: 5-14-2020
DAYS: 300
SUPERINTENDENT: RUSSELL BUCHNANAN
ENGINEER: ENPROTEC / HIBBS & TODD
SCOTT HAY 325-698-5560

CITY OF BRADY
201 E. MAIN STREET
BRADY, TX 76825
PROJECT: SUPPLEMTAL ENVIRONMENTAL PROJECT RE-BID
PROJECT NO.: N/A
CONTRACT AMOUNT: $47,600.00
START DATE: 2-6-2020
END DATE: 3-24-2020
DAYS: 120/150
SUPERINTENDENT: NATE MACLEOD
ENGINEER: ENPROTEC / HIBBS & TODD / JOSHUA BERRYHILL 325-698-5560

CITY OF BRADY
201 EAST MAIN STREET
BRADY, TX 76825
PROJECT: SOLIDS HANDLING PUMP REPLACEMENT
PROJECT NO.: N/A
CONTRACT AMOUNT: $111,943.00
CONTRACT DATE: 8-7-2019
STATE DATE: 2-1-2020
END DATE: 4-3-2020
DAYS: 180
SUPERINTENDENT: NATE MACLEOD
CITY OF BRADY – STEVE MILLER 325-597-2152
ENGINEER: KSA
BOB LANE 512-342-6868

DOWTECH SPECIALTY CONTRACTORS, INC
COMPLETED PROJECTS CONT

CITY OF ABILENE
555 WALNUT
ABILENE, TX 79601
PROJECT: OVALO TANK SEDIMENT REMOVAL
PROJECT NO.: CB-2017
CONTRACT AMOUNT: $133,600.00
CONTRACT DATE: 1-6-2020.
START DATE: 1-13-2020
END DATE: 1/24/2020
DAYS: 30/45
SUPERINTENDENT – RUSSELL BUCHANAN
ENGINEER: JACOB & MARTIN
KIRT HARLES 325-6-5-1070

LOVING COUNTY
100 NORTH DALLAS STREET
MENTONE, TX 79754
PROJECT: PROPOSED WATER WELL NO. 8 / LOVING COUNTY WATER SYSTEMS
PROJECT NO.: N/A
CONTRACT AMOUNT: $499,093.00
CONTRACT DATE: 7-2-2019
START DATE: 7-12-2019
END DATE: 12-9-2019
DAYS: 150/180
SUPERINTENDENT: NATE MACLEOD / CRAIG JACKSON
ENGINEER: S. W. HOWELL, INC.
STEVE DENNIS 432-367-5711

MUSTANG SPECILATY UTILITY DISTRICT
7985 FM 2931
AUBREY, TX 76227
PROJECT: HATHAWAY SITE IMPROVEMENTS
JOB NUMBER: 22281
CONTRACT AMOUNT: $999,007.62
START DATE:9-14-2018
END DATE: 8-19-2019
DAYS: 180/210
SUPERINTENDENT: EDWARD GALINDO
ENGINEER: STEGER BIZZELL
AARON LAUGHLIN 512-930-9412

DOWTECH SPECIALTY CONTRACTORS, INC
COMPLETED PROJECTS CONT

CITY AMARILLO, TX
808 S. BUCHANAN
AMARILLO, TX 79101
PROJECT: OSAGE WATER TREATMENT PLANT FILTER IMPROVEMENTS
FILTER EQUIPMENT AND MEDIA, FILTER INSTALLATION SUPERVISISON
CONTRACT NO.: 530002.17400.1040
CONTRACT AMOUNT: $1,990,400.00
CHANGE ORDER: $396,125.00
REVISED CONTRACT AMOUNT: $2,386,525.00
CONTRACT DATE: 8-2-2018
START DATE: 8-12-2018
END DATE: 7-12-2019
DAYS: 270 Plus CO
SUPERINTENDENT: NATE MACLEOD
ENGINEER: ALAN PLUMMER ASSOCIATES, INC.
ALAN DAVIS 817-806-1700

CITY OF MULESHOE
215 SOUTH 1ST STREET
MULESHOE, TX 79347
PROJECT: GROUND STORAGE TANK AND PUMP REPLACEMENT
WATER SYSTEM IMPROVEMENTS
CONTRACT NUMBER: N/A
CONTRACT AMOUNT: $2,143,887.00
CONTRACT DATE: 4-23-2018
START DATE: 4-23-2018
END DATE: 6-27-2019
330 DAYS Plus CO
SUPERINTENDENT: EDWARD GALINDO
ENGINEER: PARKHILL, SMITH & COOPER
DANIEL ALBUS 806-473-3622

CITY OF ABILENE
555 WALNUT
ABILENE, TX 79604
PROJECT: NEWTP PRISON JOCKEY PUMP INSTALLATION
CONTRACT NO.: N/A
CONTRACT AMOUNT: $72,778.00
CONTRACT DATE: 10-1-2018
START DATE: 10-29-2018
END DATE: 4-23-2019
DAYS: 270
SUPERINTENDENT: EDWARD GALINDO
ENGINEER: ENPROTEC / HIBBS & TODD
COLDEN RICH 325-698-5560

DOWTECH SPECIALTY CONTRACTORS, INC
COMPLETED PROJECTS CONT

LOVING COUNTY, TX
100 NORTH DALLS STREET
MENTONE, TX 79754
PROJECT: PROPOSED REVERSE OSMOSIS SYSTEM/MENTONE WATER SYSTEM
CHANGE ORDER
CONTRACT NUMBER: N/A
CONTRACT AMOUNT: $2,001647.81
STATE DATE: 2-1-2018
END DATE: 3-13-2019
DAYS: 150/180 PLUS CHANGE ORDERS
SUPERINTENDENT: NATHAN MACLEOD
ENGINEER: S.W. HOWELL, INC.
STEVE DENNIS 432-367-5711

CITY OF LUBBOCK, TX
1625 13TH STREET
LUBBOCK, TX 79401
PROJECT: SOUTHEAST WATER RECLAMATION PLANT 4,
CLARIFIER 3 REHABILITATION
SOLICITATION NUMBER: RFP 18-13616-TF
CONTRACT AMOUNT: $324,000.00
START DATE: 1-16-2018
END DATE: 11-30-2018
DAYS:210/240
SUPERINTENDENT: NATE MACLEOD
ENGINEER: PARKHILL, SMITH & COOPER
DANIEL ALBUS 806-473-3622

TEXAS DEPARTMENT OF STATE HEALTH SERVICES
BIG SPRING STATE HOSPITAL / Water Storage Tank Replacement
1901 NORTH HWY 87
BIG SPRING, TX 79720
CONTRACT NUMBER: 16-008-BSH
CONTRACT AMOUNT: $1,312,500.00
START DATE: 9-25-2017
END DATE: 11-15-2018
DAYS: 327
SUPERINTENDENT: NATHAN MACLEOD
ENGINEER: ENPROTEC/HIBBS & TODD
JORDAN HIBBS 325-698-5560

LOVING COUNTY, TX
100 NORTH DALLS STREET
MENTONE, TX 79754
PROJECT: PROPOSED REVERSE OSMOSIS SYSTEM/MENTONE WATER SYSTEM
CONTRACT NUMBER: N/A
CONTRACT AMOUNT: $1,862,127.40
STATE DATE: 2-1-2018
END DATE: 8-31-2018
SUPERINTENDENT: NATHAN MACLEOD
ENGINEER: S.W. HOWELL, INC.
STEVE DENNIS 432-367-5711

DOWTECH SPECIALTY CONTRACTORS, INC
COMPLETED PROJECTS CONT

REEVES COUNTY, TX
100 E. 4TH STREET
PECOS, TX 79772
PROJECT: PROPOSED WATER SYSTEM IMPROVEMENTS
MADERA VALLEY WATER SUPPLY CORPORATION
CONTRACT NO.: TxCDBG PROJECT NO. 7216390
CONTRACT AMOUNT: $290,225.00
CONTRACT DATE: 2-12-2-18
START DATE: 3-31-2018
END DATE: 9-27-2018
DAYS: 180
SUPERINTENDENT: EDWARD GALINDO
ENGINEER: BURGESS & NIPLE
JAMES BUSBY 432-689-8909

CITY OF BRADY, TX
201 EAST MAIN STREET
BRADY, TX 76825
PROJECT: SOLIDS HANDLING PUMP REPLACEMENT PROJECT
CONTRACT NUMBER: N/A
CONTRACT AMOUNT: $84,000.00
START DATE: 1-19-2018
END DATE: 7-17-2018
SUPERINTENDENT: DAVID DARLING
ENGINEER: KSA ENGINEERS
JOHN HENRY 512-342-6868

REAGAN COUNTY WATER SUUPLY DISTRICT
409 2ND STREET
BIG LAKE, TEXAS 76932
PROJECT: CONTRACT B - PUMP STATION IMPROVEMENTS
CONTRACT NO.: N/A
ENGINEERS PROJECT NO.: 4975
CONTRACT AMOUNT: $547,311.10
START DATE: 8-24-2016
END DATE: 7-31-2018
SUPERINTENDENT: DAVID DARLING
ENGINEER: ENPROTEC – HIBBS & TODD
SCOTT HAY 325-698-5560

COOPER TIRE & RUBBER COMPANY
3303 N. INTERSTATE35
PEARSALL, TX 78061
PROJECT: PROCESS WATER TREATMENT FACILITY
CONTRACT NUMBER: N/A
CONTRACT AMOUNT: $905,896.23
START DATE: 8-16-2017
END DATE: 5-15-2018
97% COMPLETE
SUPERINTENDENT: DAVID DARLING
ENGINEER: JACOB & MARTIN
ALLEN PHILLIPS 325-695-1070

Schedule C—Key Individuals

Project Manager			
Name of individual		Clint Carlile	
Years of experience as project manager		27 years	
Years of experience with this organization		22 years	
Number of similar projects as project manager		See attached "Schedule A+B"	
Number of similar projects in other positions		See attached "Schedule A+B"	
Current Project Assignments			
Name of assignment See attached "Schedule A"		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	See attached	Name	
Title/Position	"Schedule A+B"	Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual		Nathan Macleod	
Years of experience as project superintendent		15 years	
Years of experience with this organization		11 years	
Number of similar projects as project superintendent		See attached "Schedule A+B"	
Number of similar projects in other positions		See attached "Schedule A+B"	
Current Project Assignments			
Name of assignment See attached "Schedule A"		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	See attached	Name	
Title/Position	"Schedule A+B"	Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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Safety Manager			
Name of individual	Gerald Downing		
Years of experience as project manager	55 years		
Years of experience with this organization	28 years		
Number of similar projects as project manager	See attached "Schedule A+B"		
Number of similar projects in other positions	See attached "Schedule A+B"		
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
See attached "Schedule A"			

Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	See attached "Schedule A+B"	Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual	Craig Jackson		
Years of experience as project superintendent	11 years		
Years of experience with this organization	6 years		
Number of similar projects as project superintendent	See attached "Schedule A+B"		
Number of similar projects in other positions	See attached "Schedule A+B"		
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
See attached "Schedule A"			

Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	See attached "Schedule A+B"	Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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DOWTECH SPECIALTY CONTRACTORS, INC.
4703 CR 527
BAIRD, TEXAS 79504
(325) 893-4684
dowtech@dowtechspecialty.com

RESUMES

DOWTECH SPECIALTY CONTRACTORS
4703 CR 527
BAIRD, TEXAS 79504
PHONE: 325-893-4684
FAX: 325-893-3116
EMAIL: dowtech@dowtechspecialty.com

RESUME-GERALD DOWNING

Language - English

1969-1989 OWNER OF DOWNING ELECTRIC. PERFORMED MOSTLY GOVERNMENT CONTRACTS.

1989.1991 RICHARDSON CONSTRUCTION CO. – SUPERINTENDENT, QUALITY CONTROL, SAFETY OFFICER, ESTIMATOR. PERFORMED ONLY GOVERNMENT WORK RESIGNED.

1991-1996 BECKMAN CONSTRUCTION COMPANY – FT. WORTH, TEXAS. SUPERINTENDENT, QUALITY CONTROL, SAFETY OFFICER, ESTIMATOR. I WORKED ON $500,000.00 TO $2,500,000.00 CONTRACTS. I RESIGNED TO GO INTO GENERAL CONSTRUCTION FOR MYSELF.

1996-PRESENT DOWNING CONSTRUCTION DBA DOWTECH SPECIALTY CONTRACTORS.

PRIMARY LANGUAGE: ENGLISH

HIGH SCHOOL GRADUATE

DOWTECH SPECIALTY CONTRACTORS
4703 CR 527
BAIRD, TEXAS 79504
PHONE: 325-893-4684
FAX: 325-893-3116
EMAIL: dowtech@dowtechspecialty.com

EMAIL: Clint@dowtechspecialty.com

RESUME

CLINTON CARLILE

RE: WORK HISTORY

Language: English

EMPLOYEMENT:
2002-PRESENT PROJECT MANAGER/SUPERINTENDENT, DOWTECH SPECIALTY CONTRACTORS. SUPERVISE, MANAGE, AND WORK ALL STAGES AND ASPECTS OF FEDERAL STATE, AND LOCAL GOVERNMENT CONSTRUCTION PROJECT.

1999-2002 PROJECT MANAGER/SUPERINTENDENT, MIRA ENTERPRISES. SUPERVISE, MANAGE, AND WORK ALL STAGES AND ASPECTS OF COMMERCIAL CONSTRUCTION SITES. ORDERING OF MATERIALS, GETTING CONTRACTS FOR JOBS, PULLING PERMITS, AND RECORD KEEPING.

1997-1998 JR CONSTRUCTION – CARPENTRY, CONCRETE AND SITE WORK. WOOD AND METAL FRAMING OF COMMERCIAL JOBS.

1995-1997 DERRICK HAND, KEY ENERGY – WORK ALL POSITIONS ON A DRILLING RIG.

1994-1995 MILL WRIGHT, ABILENE CATTLE FEEDERS – STRUCTURAL AND MECHANICAL MAINTENANCE AND REPAIRS ON MILLS. WELDING, ELECTRICAL, METAL FABRICATION, AND MOSTLY STRUCTURAL STEEL WORK AND MAINTENANCE.

1994 GRADUATED CLYDE HIGH SCHOOL

PRIMARY LANGUAGE: ENGLISH

PROJECT MANAGER ON ALL PROJECTS ALONG WITH GERALD DOWNING. WORKED ON ALL PROJECTS ATTACHED SINCE 2002

Nathan Macleod

1854 Castle Drive
Clyde, TX 79510
Ph. 325-665-7127
dowtech@dowtechspecialty.com

Resume
Superintendent

Language: English

Work Experience

David Cain Concrete Construction 2009-2012
Oversee Concrete Construction for:
- Robert Lee High School Football Stadium
- Enbridge Compressor Plants
- Chevron Compressor Plants
- And multiple fast food restaurants

Dowtech Specialty Contractors, Inc. 2013 - Present
Superintendent of general construction projects
(Water and Wastewater projects for Cities around state of Texas)
- Union & Fluvanna Pump Stations
- Zephyr Water Supply Corporation / Pump Station
- Mertzon Wastewater Treatment Plant Rehab
- Eastland County Raw Water Pump Station
- Greater Gardendale Pump Station
- TPWD Possum Kingdom Fish Hatchery / Brood Stock Facility

References

David Cain (DC Concrete Construction)
254-631-3449

Gerald Downing (Dowtech Specialty Contractors, Inc.)
325-893-4684

CRAIG JACKSON
3846 CR 531
BAIRD, TEXAS 79504
PHONE: 325-225-3500

Dowtech Specialty Contractors
Superintendent
2018 – Present

- I've built (2) RO water treatment facilities
- In the process of rebuilding a clarifier
- Installed a screw press
- Overseen the demo of a water tower
- Rebuilt multiple lift stations
- Overseeing commercial water well installation including the pipeline
- Built an HMO filter water plant
- Installed three chlorine gas injections

DOWTECH SPECIALTY CONTRACTORS, INC.
4703 CR 527
BAIRD, TEXAS 79504
(325) 893-4684
dowtech@dowtechspecialty.com

AUTHORITY TO SIGN

MINUTES OF THE ORGANIZATIONAL MEETING OF THE BOARD OF DIRECTORS OF DOWTECH SPECIALTY CONTRACTORS, INC.

March 31, 2000

The following are the minutes of the first meeting of the Board of Directors of DOWTECH SPECIALTY CONTRACTORS, INC., a Texas Corporation, held at P.O. Box 488, Clyde, Texas on March 31, 2000, said meeting having been held at the call of the Directors of the Corporation.

AUTHORITY TO ACT

The following persons, being all of the initial Board of Directors named in the Articles of Incorporation, were present and/or consent to the action to be taken at the meeting:

Gerald Downing
Jo Beth Downing

CHAIRMAN AND SECRETARY

On motion duly made, seconded, and carried, Gerald Downing was elected Chairman and Jo Beth Downing was elected Secretary of the meeting. They accepted their elections and acted in those respective capacities.

ARTICLES

The Chairman stated that the Articles of Incorporation of the Corporation were filed with the Secretary of State on March 24, 2000. Thereupon, a duplicate original of the Articles of Incorporation and the Certificate of Incorporation from the Secretary of State were presented to the Board and on motion duly made, seconded, and unanimously carried, it was:

RESOLVED, that the duplicate original of the Articles of Incorporation and the Certificate of Incorporation be inserted in the minute book of this corporation.

CORPORATE RECORDS

On motion made, seconded, and unanimously carried, it was:

RESOLVED, that the corporation shall maintain, as part of its corporate record, a minute book that shall include, but shall not be limited to, a record of the corporation's Articles of Incorporation and amendments thereto, its By-Laws and amendments thereto, minutes of all meetings of its Shareholders; the time and place of the meeting, whether the meeting was regular or special, and, if special, how the meeting was authorized, the notice given, the names of those present at Directors meetings, the number of shares present or represented at Shareholders meeting, and the proceedings at the meetings;

RESOLVED FURTHER, that the Secretary of the corporation is directed to procure such minute book and such other books and records as may be required by the corporation.

BY-LAWS

A document consisting of 13 pages entitled "By-Laws of DOWTECH SPECIALTY CONTRACTORS, INC.", was presented to and considered by the Directors. After a review of the By-Laws and discussion of particular parts thereof, on motion duly made, seconded and unanimously carried, it was;

RESOLVED, that the By-Laws presented to and considered at this meeting are adopted as the By-Laws of this corporation, and that the Secretary of this corporation is ordered to certify a copy of these By-Laws and Insert them in the minute book of the corporation.

CORPORATE SEAL

The next order of business was whether the Corporation would operate as a "no seal" Corporation. On motion duly made, seconded and unanimously carried, it was:

RESOLVED, that the corporation shall operate and exist as a "no seal" Corporation.

SHARE CERTIFICATES

A form of share certificates designated to represent shares of this corporation was presented to the meeting, and on motion duly made, seconded and unanimously carried, it was:

RESOLVED, that the share certificates representing the shares of this corporation be in substantially the same form as the form of share certificate presented to the meeting; that the certificates shall be consecutive in number beginning with the number 1; that the certificates shall be issued only when the signatures of the President or Vice-President and Secretary or Assistant Secretary, are affixed thereto; that each certificate shall state on its face the name of the person to whom the shares represented in the certificate is issued, the number and class of shares and the designation of the series, if any, that the certificate represents, the par value of each share represented by the certificates or the fact that the shares are without par value, and that the corporation is organized under the laws of Texas; that the certificate shall set forth in full or in summary form, or shall incorporate by reference, such statements as are required by Article 2.19, 2.22, and any other article of the Texas Business Corporation Act.

ISSUANCES OF SHARES

On motion duly made, seconded, and unanimously carried, it was:

RESOLVED, that the corporation issue 1,000 of its shares in exchange for the transfer of cash and/or property with a value in excess of $1,000.00 to the following named person in

the number of shares set forth opposite their respective names:

NAME OF SHAREHOLDER	NUMBER OF SHARES
GERALD DOWNING	500
JO BETH DOWNING	500

RECEIPT OF REQUIRED CAPITAL FOR TRANSACTION OF BUSINESS

The Directors then considered the initial consideration received for the issuance of shares of the corporation. On motion duly made, seconded, and unanimously carried, it was:

RESOLVED, that this corporation acknowledges the receipt of initial capital of the value of at least $1,000.00, consisting of money and/or property actually received as consideration for the issuance of shares.

OFFICERS

Nominations were made for persons to hold office as officers of this corporation, and on motion duly made, seconded, and unanimously carried, it was:

RESOLVED, that the following persons were elected as officers of this corporation to the offices set forth opposite their respective names, and that each officer shall serve until his/her successors are duly elected and qualify:

NAME	OFFICE
GERALD DOWNING	PRESIDENT
JO BETH DOWNING	SECRETARY/TREASURER

Each person accepted the election and agreed to serve in his or her respective capacity.

PRESIDENT'S RESPONSIBILITIES REGARDING TAXES

The President acknowledged that as President, he would have the responsibility of directing the corporation to pay all applicable Federal and State tax including Federal Insurance Contribution Act (FICA) Federal Unemployment Tax Act (FUTA), and withholding taxes.

BANK ACCOUNT

The Director then discussed the management of the fiscal affairs of the corporation, and on motion duly made, seconded, and unanimously carried, it was:

RESOLVED, that the President or the Secretary of this Corporation, is hereby authorized to

open such bank accounts in the name and on behalf of this Corporation or in any assumed name of such Corporation authorized by the Board of Directors, as they deem necessary, and checks signed by any one of them, in their respective office, shall be honored and paid by such bank, or banks, and charged to the accounts of this Corporation, and corporate resolutions in such form as may be required by the bank, or banks, shall be provided by this Corporation.

SECTION 1244 SMALL BUSINESS STOCK

The Director then discussed the desirability of complying with the provisions of Section 1244 of the Internal Revenue Code, so that the company's capital stock would qualify as "Section 1244 Small Business Stock." The Chairman explained that expression of the intent of the Board of Directors should be adequate to comply with the provisions of said Section 1244. Whereupon, upon motion duly made, seconded, and unanimously adopted, it was:

RESOLVED, that it is the intent of this corporation as expressed through its Board of Directors that the company's capital stock shall qualify as Section 1244 Small Business Stock. The officers of the corporation are hereby directed to comply with the provisions of Section 1244 of the Internal Revenue Code in offering and issuing its authorized but previously unissued no par value common stock.

APPOINTMENT OF ACCOUNTANT AND GENERAL COUNSEL

On motion duly made, seconded, and unanimously carried, it was:

RESOLVED, that Tim Adcock, be retained as Accountant for the corporation to set up, prepare, and maintain the financial records of the corporation and to prepare such financial statements and tax returns as may be required of the corporation or requested by its officers and Directors from time to time.

RESOLVED FURTHER, that the firm of Whitten & Young, P.C. be retained as General Counsel for the corporation.

FISCAL YEAR END

On motion duly made, seconded, and unanimously carried, it was:

RESOLVED, that in this initial year of operation for the corporation, the corporation hereby adopts as its accounting period, such fiscal year end as recommended by it's accountant, and that the corporate books and accounts shall be maintained, the corporate income shall be computed, and the corporate tax returns shall be filed on the basis of such fiscal year recommendation of the corporation's accountant; and

RESOLVED FURTHER, that after the end of the corporation's initial fiscal year, the corporation's fiscal year end shall be as determined by the Board of Directors;

AND RESOLVED FURTHER, that the corporation hereby adopts such method of

accounting for all purposes as is recommended by it's accountant.

LICENSES

The Director then discussed the necessity and convenience of obtaining certain tax and license permits in the name of the corporation. On motion duly made, seconded, and unanimously carried, it was:

RESOLVED, that the officers of the corporation are directed to obtain, in the name of the corporation, such licenses and tax permits as may be required for the conduct and business of the corporation by any Federal, State, County or Municipal governmental statute, ordinances, or regulation, and to do all things necessary or convenient to qualify the corporation to transact its business in compliance with the laws and regulations of any appropriate Federal, State or Municipal governmental authority.

REIMBURSEMENT OF INCORPORATION COSTS

On motion duly made, seconded, and unanimously carried, it was:

RESOLVED, that the corporation reimburse Gerald Downing for all costs and expenses of incorporation advanced and paid on behalf of the corporation.

RATIFICATION OF PRIOR ACTS

After a discussion of the need to ratify actions which may have been taken or made prior to or subsequent to the filing of the Articles of Incorporation or prior to this Organizational Meeting, upon motion duly made, seconded and unanimously approved, it was:

RESOLVED that all the actions and transactions of the officers of the Corporation which have been taken or made prior or subsequent to the filing of the Articles of Incorporation and prior to this Organizational Meeting are hereby ratified and approved, and in all things, are the acts and deeds of the Corporation

ADJOURNMENT

The Chairman asked whether there was further business to come before the Directors of this meeting, and there being no response, the meeting was adjourned.

DATE: March 31, 2000

Jo Beth Downing

JO BETH DOWNING, Secretary of the Meeting

APPROVED:

GERALD DOWNING, Chairman of the Meeting

The undersigned, being the President of **DOWTECH SPECIALTY CONTRACTORS, INC.** by his signature below:

(1) Waives any notice of the time, place and purpose of the Organization Meeting of **DOWTECH SPECIALTY CONTRACTORS; INC.** to which he otherwise may have been entitled;

(2) Acknowledge that he has read the foregoing Minutes;

(3) If present, acknowledge that they have participated in said meeting as stated in said Minutes and approve the foregoing Minutes as the acts of the Director of the corporation; and

(4) If absent, ratify, approve and consent to all business transacted at the meeting as stated in said minutes.

GERALD DOWNING

DOWTECH SPECIALTY CONTRACTORS, INC.
4703 CR 527
BAIRD, TEXAS 79504
(325) 893-4684
dowtech@dowtechspecialty.com

INSURANCE

Trimble-Batjer
INSURANCE & BONDS SINCE 1883
AN ALERA GROUP COMPANY

February 14, 2025

Kathy Snell
Dowtech Specialty Contractors, Inc.
4703 CR 527
Baird, TX 79504

Re: Workers Compensation Policy #0001124883

Please accept this letter as insurance documentation of Experience Modification Rating for your workers' compensation coverage for the past 3 years.

24/25- Effective 12/7/2024= 1.41
23/24- Effective 12/7/2023= 1.44
22/23- Effective 12/7/2022= .87

If you have any questions, or if we can be of service to you in any way, please call us.

Sincerely,

Shannon Dunaway

Shannon Dunaway
Account Manager
(325) 340-9926
shannon@tb1883.com

General Liability, Equipment Floater & Auto-
Continental Casualty Company (CNA)
AM Best Rating- A+ Excellent
CNA Branch Name and Address: (also mailing address)
DALLAS BRANCH
700 N. PEARL ST., STE. 300
DALLAS, TX 75201
Phone- (214)220-1300
Claim- 877-CNA-ASAP

Excess Liability-
Scottsdale Insurance Company
AM Best Rating- A+ Excellent
Mailing Address:
PO Box 4110
Scottsdale, AZ 85261
Physical Address:
18700 North Hayden Road
Scottsdale, Arizona 85255
Phone- 1-800-423-7675
Claim- 1-800-423-7675

Workers Compensation-
Texas Mutual Insurance Company
AM Best Rating- A+ Excellent
Mailing Address:
PO Box 12058
Austin, TX 78711-2058
Physical Address:
2200 Aldrich St
Austin, TX 78723
Phone- 1-800-859-5995
Claim- 1-800-859-5995

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas §

County of Callahan §

Gerald Downing, being first duly sworn, deposes and says that:

President Dowtech Specialty Contractors, Inc.

(1) He is _____ of _____ the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any advantage against the City of Midland or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

(signed) Gerald Downing

President
Title

Subscribed and sworn to before me

this 9th day of April, 2025

Katherine Diane Snell
My commission expires July 12, 2025

KATHERINE DIANE SNELL
Notary ID #133207732
My Commission Expires
July 12, 2025

Debarment / Suspension Certification

I, _____, hereby certify that I have checked on the federal
(Authorized Representative of Recipient)

System for Award Management (www.sam.gov) website and determined that

Dowtech Specialty Contractors, Inc is not shown as an "excluded party" that is debarred,
(Name of entity)

suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. (See 2 CFR Part 180 and 2 CFR Part 1532 for additional information on the federal governmentwide debarment and suspension system for nonprocurement programs and activities.)

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.

_____ _____
Signature Date

_____
Title

_____
Name of Recipient

Verifying prime contractors and subcontractors for construction, equipment, supplies and services: Using the www.sam.gov website, the recipient must verify prior to awarding the contract that the prime contractor is not listed as an "excluded party" that is debarred, suspended or otherwise excluded from or ineligible. Once any subcontractors are known, they also must be verified as not listed as an "excluded party" prior to award of a subcontract. The recipient must print a dated record of the verification from the www.sam.gov website and retain a copy that is available for review by TWDB. The prime contractors and subcontractors must be verified prior to the contract award or the costs may be disallowed.

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:
2025-1269803

Date Filed:
02/14/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Dowtech Specialty Contractors, Inc.
Baird, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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.

8207
Water Treatment Plant Solids Handling Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Downing, Gerald	Baird, TX United States	X	
Downing, Jo Beth	Baird, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Gerald Downing, and my date of birth is 10-12-1944.

My address is 4703 CR 527 (street), Baird (city), TX (state), 79504 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Callahan County, State of Texas, on the 9th day of April (month), 2025 (year).

Gerald Downing
Signature of authorized agent of contracting business entity
(Declarant)

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.**

Dowtech Specialty Contractors, Inc.

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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 — April 9, 2025 — Date

DOWTECH SPECIALTY CONTRACTORS, INC.
4703 CR 527
BAIRD, TEXAS 79504
(325) 893-4684
dowtech@dowtechspecialty.com

- Principal Owners: Gerald Downing 50%
  JoBeth Downing 50%

- 100% of Dowtech Specialty Contractors, Inc.'s revenue is from construction projects in the water / wastewater industry.

Percentage of Project, based on cost

- Self Performed 100%
- Subcontractors 0%

Proposed Sub-Contractors

- No Subcontactors will used on this project.

- DOWTECH SPECIALTY CONTRACTORS, INC. has 10 employees which are dedicated to construction, integration and technical support.

- DOWTECH SPECIALTY CONTRACTORS, INC. will provide proposed construction schedule upon award of project.

CITY OF
MIDLAND, TEXAS

PROJECT MANUAL

FOR

WATER TREATMENT PLANT
SOLIDS HANDLING IMPROVEMENTS

FEBRUARY 2025

Enprotec | Hibbs & Todd

Enprotec | **Hibbs & Todd** • 402 Cedar Street • Abilene, Texas 79601 • T (325) 698-5560 • F (325) 690-3240 • **www. e-ht.com**
Abilene I Lubbock I Granbury • PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 10011900

CITY OF
MIDLAND, TEXAS

PROJECT MANUAL

FOR

WATER TREATMENT PLANT
SOLIDS HANDLING IMPROVEMENTS

FEBRUARY 2025

Divisions 0, 1, 2, 5, 7, 9, 11, 13, 14, 15



2/7/2025

Bret J. Thompson, PE
Enprotec/Hibbs & Todd, Inc.

Division 16



2/7/2025

Donald S. Mattern, P.E.
Enprotec/Hibbs & Todd, Inc.

Enprotec | Hibbs & Todd

Enprotec | **Hibbs & Todd** • 402 Cedar Street • Abilene, Texas 79601 • T (325) 698-5560 • F (325) 690-3240 • **www. e-ht.com**
Abilene I Lubbock I Granbury • PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 10011900

CITY OF MIDLAND
WATER TREATMENT PLANT SOLIDS HANDLING IMPROVEMENTS
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Exhibit D: Building Wage Rates
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Payment Bond
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NOTE: Forms and documents not identified by a Section Number are Midland-specific, and have been provided by the City of Midland.

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PROPOSAL DOCUMENTS

ADVERTISEMENT

CITY OF MIDLAND
WATER TREATMENT PLANT SOLIDS HANDLING IMPROVEMENTS

The City of Midland (Owner) is issuing a Request for Proposals (RFP) in order to evaluate pricing and qualifications of a contractor to construct the following Project:

City of Midland, Texas
Water Treatment Plant Solids Handling Improvements

Proposers shall deliver sealed proposals to the Owner at the following address:

City of Midland		**City of Midland**
Attn: City Secretary's Office	**OR**	**Attn: City Secretary's Office**
300 N. Loraine, Suite 330		**P O Box 1152**
Midland, Texas 79701		**Midland, Texas 79702**

Proposals must be received at the designated location no later than **2:00 p.m. on March 19th, 2025**.

Proposal Documents may be obtained from Civcast at www.civcastusa.com. Neither Owner nor Engineer will be responsible for full or partial sets of Proposal Documents, including addenda, if any, obtained from sources other than the Issuing Office.

For all further requirements regarding submittal, qualifications, procedures, and contract award, refer to the RFP.

The City of Midland reserves the right to reject any or all proposals or to waive any informalities in the proposals.

Date Issued: February 18, 2025
By: Marcia Bentley-German
Title: City Secretary

NOTICE TO PROPOSERS

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 PROPOSER**.

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 PROPOSAL
GENERAL CONDITIONS OF PROPOSING

1. All proposals are to be submitted as specified in the procurement document(s).

2. Each Proposer is requested to provide: Descriptive literature clearly marked to show each item on this proposal. 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 proposer 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 proposal price. Any proposal showing discounts will be considered an alternate proposal. 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 proposer, or to the proposer who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total proposal, or to reject any or all proposals 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 proposal to the lowest responsible proposer.

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 proposal 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 Proposal 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 proposal.

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

11. The City of Midland reserves the right to remove a company from the proposal list for (1) continued failure to respond to request for proposals, (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 proposal for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous proposal or reject any and all proposals.

14. The City of Midland, Texas may consider as informal any proposal not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?	☐ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

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1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

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ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	

Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:		
Business address:		
Date of Business's most recent financial statement:		☐ Attached
Date of Business's most recent audited financial statement:		☐ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

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Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	☐ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		☐ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☐ Yes ☐ No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

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8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:		As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No				
Been released from a bid in the past 5 years? ☐ Yes ☐ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☐ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☐ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☐ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

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This Statement of Qualifications is offered by:

Business: _____
(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

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Schedule A—Current Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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REQUEST FOR PROPOSALS (RFP)

CITY OF MIDLAND
Water Treatment Plant Solids Handling Improvements

The City of Midland (Owner) is now accepting proposals in order to evaluate pricing and qualifications of a contractor to construct the work identified as Water Treatment Plant Solids Handling Improvements Project. Sealed proposals will be received until **2:00 p.m. on March 19, 2025**. Proposers shall deliver sealed proposals to the Owner at the following address:

City of Midland
Attn: City Secretary's Office
300 N. Loraine, Suite 330
Midland, Texas 79701

OR

City of Midland
Attn: City Secretary's Office
P O Box 1152
Midland, Texas 79702

Proposal Documents may be obtained from Civcast at www.civcastusa.com. Neither Owner nor Engineer will be responsible for full or partial sets of Proposal Documents, including addenda, if any, obtained from sources other than the Issuing Office.

GENERAL INFORMATION AND OVERVIEW

The purpose of this RFP is to contract with a firm to construct the Midland Solids Handling Improvements at the Midland Water Purification Plant. The work consists of the following primary elements:

- Modifications of existing solids holding tank with surface mixer and decanter.
- Removal and replacement of recycle pump station pumps.
- Modification of existing solids dewatering building.
- Installation of new progressive cavity pumps for solids transfer.
- Installation of new volute dewatering press.
- All necessary appurtenances and electrical improvements.

The City of Midland reserves the right to reject any or all proposals or to waive any informalities in the proposals.

PROPOSAL PROCESS:

1. Requests for Information/Clarification (RFI/C's) shall be submitted to the Engineer no later than 72 hours prior to the RFP submittal deadline. RFI/C's to be requested in writing to:

Mr. Bret Thompson, PE
Enprotec/Hibbs & Todd
1310 Weatherford Highway
Granbury, Texas 76048
Phone: 682-498-6000
Email: bret.thompson@e-ht.com

2. Written responses to RFI/C's requiring Addendum will be made available to all Proposal holders on record no later than 24 hours prior to the RFP Submittal Deadline.

3. One (1) bound copy and one (1) digital PDF version of the Proposal shall be due by the date and time indicated. Proposals received after the closing hour of the due date shall not be considered.

4. Proposal packages must be hand delivered, mailed or shipped by means of a delivery tracking system to confirm delivery time, date, and person signing for delivery.

5. Proposals will be publicly opened and read aloud after the closing hour of the due date.

6. The Owner shall exercise sole discretion as to the schedule and process of evaluating the proposals according to the requirements contained herein.

7. Criteria for award of the Project will include a weighted matrix developed by the Owner, for a maximum number of 100 points, based on the following criteria:

a.	Proposal Pricing	50%
b.	Proposer Qualifications	30%
c.	Proposal Time	10%
d.	Proposer Safety Record	10%

PROPOSAL FORMAT & REQUIREMENTS:

1. The RFP shall be the basis for each proposal.

2. Proposals shall be addressed to the Owner, as indicated, in a sealed package that shall be independent of the mailing/shipping packages. The proposal package shall be clearly marked as "City of Midland, WPP Solids Handling Improvements, Proposal Package" on the package label. The package label shall include the name and address of the Respondent's company.

3. Proposals shall be submitted in bound documents.

4. Proposals sent by facsimile (fax) machine or by email shall be rejected as being non-responsive to the RFP.

5. Proposal Pricing shall be for the entirety of the work shown or specified and shall be listed on the Price Proposal Sheet of this RFP.

6. All exclusions shall be listed in specific terms, quantities, and values.

7. No Respondent may withdraw its Proposal within 60 days after the actual date of the opening thereof.

8. A Proposal may be withdrawn by an appropriate document duly executed in the same manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted prior to the date and time of the RFP submittal deadline. Upon receipt of such notice, the unopened Proposal will be returned to the Respondent.

    a. If a Respondent wishes to modify its Proposal prior to the RFP submittal deadline, Respondent must withdraw its initial Proposal in the manner specified and submit a new Proposal prior to the date and time of the RFP submittal deadline.

b. If within 24 hours after Proposals are opened any Respondent files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Proposal, that Respondent may withdraw its Proposal, and the Bid Security will be returned. Thereafter, if the Work is rebid, that Proposer will be disqualified from further bidding on the Work.

9. Respondents shall satisfy themselves of the accuracy of the requirements in the RFP by examination of the sites in addition to the review of the Proposal Documents. After proposals have been submitted, the Respondent shall not assert that there was a misunderstanding concerning the quantities of work or the nature of the work to be done. The RFP contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Respondent or relieve them from fulfilling any of the conditions of any Contract awarded under this RFP.

10. A certificate of insurance as provided for in the Proposal Documents, naming Owner and Engineer as co-insured, shall be required for any Contract awarded under this RFP. Respondent's insurance company shall be required to give a minimum of 30 days prior notice of policy or coverage cancellation.

11. A PERFORMANCE and PAYMENT BOND, each in the amount of 100 percent (100%) of the Contract Price, issued by a corporate surety authorized to conduct business in the State of Texas under Article 7.19-1, Texas Insurance Code, will be required for the faithful performance of any Contract awarded under this RFP. Attorneys-in-fact who sign PAYMENT BONDS and PERFORMANCE BONDS must file with each bond a certified and effective dated copy of the power of attorney. The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE AND PAYMENT BONDS within ten (10) calendar days from the date when the NOTICE OF AWARD is delivered to the Proposer. The NOTICE OF AWARD shall be accompanied by the necessary Agreement, Bond Forms, and insurance requirements. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period.

12. Respondent must provide documentation with Proposal proving that they possess a Water Operator D license, or better, in the state of Texas, and the successful Respondent will be required to maintain said license throughout duration of the project.

13. Proposals shall include, at a minimum, the following sections and documentation in response to the RFP:

    a. Request for Proposal Document – A complete copy of this RFP, <u>including addenda</u>, if any, shall be submitted as a Proposal Section, in its entirety, to include the Price Proposal Sheet to be completed by the Respondent.

    b. Pricing, as follows:

        i. Pricing shall be submitted by item on the attached Price Proposal Sheet. Failure to price all listed items may be considered non-responsive to the RFP.

        ii. Pricing shall include all proposal development costs, mobilization, labor, material, transportation, equipment, incidentals, appurtenances, demolition, removal, demobilization, overhead, and profit to cover the finished work specified in this RFP document, achieving a

fully functional system.

iii. Pricing shall reflect the Owner's sales tax exempt status.

iv. Pricing shall include all freight and handling costs, F.O.B., Owner's destination.

v. Pricing shall include insurance and bonding costs.

c. Statement of Qualifications Section shall include the following minimum information:

i. Company Profile with listing of principals by percent ownership and their role in the company.

ii. Type of company – corporation, sole proprietorship, etc.

iii. Primary field of business interest (water/wastewater, industry, oil & gas, etc.), listed by percent of revenue.

iv. Date of Incorporation and/or start-up.

v. Number of years under the current ownership structure and business name.

vi. Number and location of offices and technical support centers.

vii. Percentage of this project, based on cost, that shall be:

- Self-performed – completed by company personnel = what percent.
- Sub-contracted – completed by personnel of other companies = what percent.

viii. Listing of all sub-contractors proposed to be used, <u>including a complete Statement of Qualifications as required under this section to be completed by any sub-contractor anticipated to perform over 10% of the work by cost.</u>

ix. Number of employees (not subcontractor employees) dedicated to construction, integration, and technical support.

x. Resume and experience of each person to be assigned to this project, to include:

- The individual's technical background as it relates to this project and related field of interest.

- The individual's duration with the Proposer's company.

- The individual's proximity to the Owner's facilities as a reasonable response expectation for technical and service support.

- The individual's company of employment if different from the Respondent.

- Detailed project-specific and Owner's references for the proposed Project Manager and Field Superintendent.

xi. Areas of specialization including required licenses and certifications.

xii. Area of geographical coverage of related project and service activities.

d. Reference Section shall include:

i. A listing of previous project referenced and experience shall be provided by the Proposer, information to include:

- Name of entity.
- Project name.
- Contact person.
- Phone number.
- City of office.
- Year work completed.

ii. A list of a minimum of three (3) similar projects that include the complexity and magnitude of work to be completed in this project, and that have been completed by the Proposer. The list must include contact names, titles, addresses, email addresses, and telephone numbers for references.

e. Safety Record:

i. Include Business's safety organization and safety performance required in Qualifications Statement.

f. Project Schedule:

i. Include with proposal a detailed project schedule from the Notice to Proceed for the timetable for completing the construction of the Work within the time proposed on the Price Proposal Sheet

ii. Final Completion shall be sixty (60) calendar days from the date established for Substantial Completion.

TERMS AND CONDITIONS:

1. The Owner hereby notifies all Respondents that:

a. The purchase contemplated by this RFP shall be procured in strict compliance with the local, state and federal laws.

b. There is no pre-disposition of award to any particular company at the time of advertisement of this RFP.

c. An invitation to any Respondent, verbal or otherwise, does not waive any requirement set forth in this RFP.

d. In regard to any agreement entered into pursuant to this document, minority business enterprises will be afforded equal opportunities to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, religion, or national origin in consideration for an award.

2. The Owner reserves the right to reject any and/or all proposals, to waive any and all technicalities and to accept any proposal, or part thereof, which in the opinion of the Owner, is most advantageous to the Owner. In case of ambiguity or lack of clarity in stating the prices in the proposal, the Owner reserves the right to consider the most advantageous proposal thereof or to reject the proposal.

3. Respondents may modify their proposal by written addendum at any time prior to the scheduled receipt of proposals, provided such communication is received by the Owner prior to the closing hour of the proposal due date. The addendum should not reveal the proposal pricing, but should provide the addition or subtraction or other modification so that the Owner will not know the final pricing or terms until the sealed proposal, and its addendum, is opened.

4. Owner will not provide interpretation of the meaning of Proposal Documents to any Respondent orally. Such communication must be in writing in the form of an RFI/C and directed to the Engineer as stated herein. Where this RFP is ambiguous or in conflict with on-site conditions, the Respondent shall bring forth questions for clarification, and shall assume all responsibility for a fully functional system prior to submitting a proposal. The Owner and Engineer shall determine the meaning and requirements of any questionable items.

5. Requests for Information/Clarification (RFI/C's) shall be submitted to the Engineer, as previously indicated.

6. Respondents shall assume all responsibility for verifying Engineer's receipt of Requests for Information/Clarification (RFI/C). Where applicable, an addendum or written clarification shall be provided to all Respondents to clarify the meaning of questionable items.

7. Evaluation of proposals will be based on the criteria stated herein. The best-value proposal submitted by a responsible, responsive, qualified Respondent will be selected for negotiations with the Owner. If proposal amounts exceed the available funds to finance the contract, the Owner may reject all proposals or may award the contract on a negotiated proposal to produce a net amount which is within available funds. The Owner reserves the right to waive any informalities or technical errors that in its judgment will best serve its interests.

8. At the time of the opening of proposals, each Respondent will be presumed to be thoroughly familiar with the technical requirements, including any addenda, as set forth herein. The failure or omission of any Respondent to examine any site condition, form, instrument, or document shall in no way relieve any Respondent from any obligation with respect to the proposal. It is the Respondent's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the Proposal Documents and all Respondents shall be bound by such addenda, whether or not received by the Respondents.

9. The Owner may make such investigations as deemed necessary to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by, or the investigation of, such Respondent fails to satisfy the

Owner that such Respondent is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

10. Respondents must inform themselves fully of the conditions relating to the construction of the project and the employment of labor therein. Failure to do so will not relieve a successful Respondent of their obligation to furnish all labor and material necessary to carry out the provisions of any Contract awarded under this RFP. The conduct of required work shall not cause any interruptions of, or interfere with, the work of any other contractors.

11. The Respondent's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract as though therein written out in full.

12. The Respondent is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be identified and shall be acceptable to the Owner.

13. With respect to all work performed under this Contract, the Respondent shall meet the following requirements, where scope of work is applicable:

    a. Comply with the safety standards and provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596).

    b. Exercise every precaution at all times for the prevention of accidents and the protection of persons, including employees, and property. Proposer shall conduct weekly safety meetings to insure a safe working environment. The Owner shall reserve the right to request documentation of such meetings and safety training practices.

14. **Provision of Texas Ethics Commission Form 1295 ("TEC Form 1295") by Respondents: Effective January 1, 2016, pursuant to Texas Government Code § 2252.908 (the "Interested Party Disclosure Act" or the "Act"), the Owner may not award the contract to a Respondent unless the Respondent has provided to the Owner a completed, signed and notarized TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the "TEC"). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the Owner. The TEC Form 1295 may accompany the Proposal or may be submitted separately but must be provided to the Owner prior to the award of the contract. For purposes of completing the TEC Form 1295, the entity's name is City of Midland; the contract ID number is 8207 and the description of goods and services is Water Treatment Plant Solids Handling Improvements. Neither the Owner nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any Respondent with respect to the proper completion of the TEC Form 1295.**

SELECTION OF PROPOSER:

Following the review and evaluation of the RFPs, the Owner will notify the most qualified Proposer providing the best-value proposal for the project in writing. Negotiations will be conducted with the selected Proposer to achieve a contract for the Project. If negotiations are unsuccessful, negotiations will be terminated with the Proposer and the Owner will enter into negotiations with the second most qualified, best-value Proposer.

A "Notice of Award" will be issued upon approval of the selected Proposer's contract. A "Notice-to-Proceed" may be issued by the Owner to initiate each work element of the project. The selected Proposer shall be prepared to arrive on site to initiate construction of the proposed improvements upon immediate readiness demanded by the proposed completion date. The selected Proposer shall coordinate its proposed construction schedule with the Owner and Engineer prior to mobilization.

PAYMENT:

Upon notice to proceed, the selected Proposer shall submit a schedule of values to the Engineer for approval as a basis of partial payment requests throughout the project. The selected Proposer may submit monthly invoices for work completed and materials purchased during the previous 30-day period based on the schedule of values. Piping material is not eligible for materials-on-hand. All invoices shall reflect a five percent (5%) retention from the amount of the draw request.

Owner shall remit the net amount of the invoice within 30 days of receipt of the invoice. All retained amounts shall be remitted upon final completion of the project as approved by the Owner and release of a Certificate of Completion.

CONDITIONS OF AWARD:

The Proposals will be considered and evaluated for award based upon the criteria set forth in this RFP.

The Price Proposal Sheet shall be completed with pricing of all items as required by the Proposal Documents of this RFP, and meet the terms thereof. All blank spaces for priced items must be filled in, in ink or typewritten, and the pricing form must be fully completed and executed when submitted. The Owner may waive any informalities or minor defects or reject any or all proposals. The Owner reserves the right to reject any and all proposals, in whole or in part; to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the Owner. In case of ambiguity or lack of completeness in stating the prices in any proposal, the Owner reserves the right to consider the most advantageous thereof.

CITY OF MIDLAND
Water Treatment Plant Solids Handling Improvements
BID PACKAGE PRICE PROPOSAL SHEET

Proposer must completely fill out and provide pricing for all items and sections of the Price Proposal Sheet below.

BID PROPOSAL

ITEM No.	EST QTY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL AMOUNT
1	1 LS	**Mobilization, Bonds and Insurance** (not to exceed 5 percent of proposal) for _____ _____ _____ Dollars and _____Cents per lump sum.	-	$_____
2	1 LS	Remove and replace existing **Submersible Pumps** in the Recycle Pump Station of the WPP as specified, for _____ _____ Dollars and _____Cents per lump sum.	-	$_____
3	1 LS	Modifications to existing **Solids Holding Basin** with the surface mixer and floating decanter as specified, for _____ _____ Dollars and _____Cents per lump sum.	-	$_____
4	1 LS	Modifications to existing **Gravity Thickener Basin** removal of piping and equipment as specified, for _ _____ _____ Dollars and _____Cents per lump sum.	-	$_____
5	1 LS	Remove and replace existing **Progressive Cavity Pumps** in the Sludge Dewatering Building of the WPP as specified, for _____ _____ _____ Dollars and _____Cents per lump sum.	-	$_____
6	1 LS	Installation of new **Volute Dewatering Press with two (2) barrels and polymer system** in the Sludge Dewatering Building of the WPP as specified, for __ _____ _____ Dollars and _____Cents per lump sum.	-	$_____
7	1 LS	Modifications to **Sludge Dewatering Building** in at the WPP as specified, for _____ _____ _____ Dollars and _____Cents per lump sum.	-	$_____

ITEM No.	EST QTY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL AMOUNT
8	1 LS	Furnish and install listed equipment above and remaining improvements shown in the contract documents, all related appurtenances, as shown and as specified, complete and in place, for _____ _____ _____ Dollars and _____ Cents per lump sum.		$_____
9	1 LS	Allowance for work directed in writing by the City for legitimate project related issues at the direct cost for such work (NOTE: Contractor's cost for bonds, insurance, profits, etc. associated with this allowance shall be included in the lump sum for Bid Item No. 8 above) at a lump sum amount of _____ _____ _____ Dollars and _____ Cents per lump sum.		$_____
BID PROPOSAL TOTAL (Items 1 thru 9)			$_____	

ALTERNATIVE BID PROPOSAL – CIRCLE ADDITIVE OR DEDUCTIVE

ITEM No.	EST QTY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	Additive or Deductive	TOTAL AMOUNT
A1	1 LS	Furnish and install one additional dewatering barrel per Specification 11145, and all related appurtenances, as shown and as specified, complete and in place, for _____ _____ Dollars and _____ Cents per lump sum.	**Additive Or Deductive**	$_____
A2	1 LS	Furnish and install two additional dewatering barrels per Specification 11145, and all related appurtenances, as shown and as specified, complete and in place, for _____ _____ Dollars and _____ Cents per lump sum.	**Additive Or Deductive**	$_____
A3	1 LS	Furnish an **additional 12 months warranty** (for a total of 36 months) herein for a lump sum of _____ _____ _____ Dollars and _____ Cents per lump sum.	**Additive Or Deductive**	$_____
A4	1 LS	Furnish an **additional 24 months warranty** (for a total of 48 months) herein for a lump sum of _____ _____ _____ Dollars and _____ Cents per lump sum.	**Additive Or Deductive**	$_____

ITEM No.	EST QTY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	Additive or Deductive	TOTAL AMOUNT
A5	1 LS	Replacement of line item 5 with **two (2) double disc pumps** per specification 11169 in the Sludge Dewatering Building of the WPP as specified, for herein for a lump sum of _____ _____ _____ Dollars and _____ Cents per lump sum.	**Additive Or Deductive**	$_____

***Maximum allowable Proposal Time for substantial completion is _____ calendar days.**

Proposer agrees that the Work will be substantially complete, as provided in the General Conditions, within the number of calendar days shown above and completed and ready for final payment in accordance with the General Conditions within 60 calendar days after the date that substantial completion is reached.

Respectfully Submitted (Respondent):_____

SUBMITTED on _____, 20___.

State Contractor License No. _____. (If applicable

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with Owner in the form included in the Proposal Documents to perform and furnish all Work as specified or indicated in the Proposal Documents in accordance with the other terms and conditions of this RFP.

2. Proposer accepts all of the terms and conditions of the RFP, including without limitation those dealing with the disposition of pricing security. The Proposal will remain subject to acceptance for 45 days after the Proposal opening, or for such longer period of time that Proposer may agree to in writing upon request of Owner.

3. In submitting this Proposal, Proposer represents, as set forth in the Agreement, that:

   A. Proposer has examined and carefully studied the Proposal Documents, the other related data identified in the Proposal Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	**Addendum Date**
_____	_____
_____	_____
_____	_____

   B. Proposer certifies Proposer is qualified to do business in the state where the Project is located as required by laws, rules, and regulations or, if allowed by stature, covenants to obtain such qualification prior to contract award.

   C. Proposer understands and agrees that this Proposal shall form the basis for an agreement with the Owner. Therefore, the undersigned agrees to enter into an agreement to perform and furnish all Work as specified or indicated in the Proposal Documents for the amounts indicated in this Proposal and in accordance with the other terms and conditions of the Proposal Documents.

D. Proposer accepts all of the terms and conditions of these Proposal Documents including, without limitation, those dealing with the disposition of Bid security, required bonds, and the liquidated damages that may be imposed. This Proposal shall remain subject to acceptance for a period of 45 days after the day of Proposal opening. The Proposer shall sign and submit the Agreement with the bonds and other required documents within 10 days after the receipt of Notice of Award from the Owner.

E. Proposer has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Proposal Documents, and the written resolution thereof by Engineer is acceptable to Proposer.

F. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Proposal is submitted.

5. Proposer further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any individual or entity to refrain from proposing; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.

6. Proposer will complete the Work in accordance with the Proposal Documents for the prices proposed in the Price Proposal Sheet or as modified during negotiations with the Owner.

7. Proposer accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times specified.

8. The following documents are attached to and made a condition of this Proposal:

A. Advertisement
B. Notice to Bidders
C. General Conditions of Bidding
D. Qualifications Statement
E. Standard Purchase Terms and Conditions
F. Non-Collusion Affidavit of Prime Proposer
G. Debarment / Suspension Certification
H. Bid Bond Not Required
I. Contract
J. Exhibit C – Bonding Requirements
K. Exhibit D – Heavy & Highway Wage Rates rev. 01/03/2025
L. Exhibit D – Building Water Rates rev. 01/03/2025
M. Performance Bond
N. Payment Bond
O. Standard General Conditions of the Construction Contract
P. Conflict of Interest Reporting Requirements
Q. Conflict of Interest Questionnaire
R. Consideration of Location of Bidder's Principal Place of Business

9. The Proposer is required to include their proposed construction schedule.

STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DIVISION, CITY OF MIDLAND, TEXAS

"Seller", as used herein, has the same meaning as "Company". "Buyer", as used herein, has the same meaning as "City".

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will serve as a tender of goods.

3. TITLE & RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery in Midland, Texas.

4. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. PLACE OF DELIVERY - The place of delivery shall be that set forth in the block of the purchase order entitled "deliver to".

6. INVOICES - Seller shall submit separate ORIGINAL invoices, on each purchase order. Invoices shall indicate the purchase order number. All invoices must be mailed to City of Midland, Accounts Payable, P.O. Box 1152, Midland, TX 79702-1152. Payment will be made within 30 days from the date the invoice and properly executed receiving documents are received by City of Midland, Accounts Payable at the above address. Invoices sent to any other address will delay payment.

7. GRATUITIES - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent or representative of the Seller, to any officer or employee of the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

10. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. CANCELLATION - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. TERMINATION - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.

14. FORCE MAJEURE - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. ASSIGNMENT - DELEGATION - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. MODIFICATIONS - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

18. ADVERTISING - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and any failure by 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 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.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____ §

County of _____ §

_____ , being first duly sworn, deposes and says that:

(1) He is _____ of _____ the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any advantage against the City of Midland or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

(signed) _____

_____
Title

Subscribed and sworn to before me

this _____ day of _____ ,20___.

_____
My commission expires _____, 20___.

Debarment / Suspension Certification

I, _____, hereby certify that I have checked on the federal
(Authorized Representative of Recipient)
System for Award Management (www.sam.gov) website and determined that
_____ is not shown as an "excluded party" that is debarred,
(Name of entity)
suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. (See 2 CFR Part 180 and 2 CFR Part 1532 for additional information on the federal governmentwide debarment and suspension system for nonprocurement programs and activities.)

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.

_____ _____
Signature Date

_____
Title

_____
Name of Recipient

Verifying prime contractors and subcontractors for construction, equipment, supplies and services: Using the www.sam.gov website, the recipient must verify prior to awarding the contract that the prime contractor is not listed as an "excluded party" that is debarred, suspended or otherwise excluded from or ineligible. Once any subcontractors are known, they also must be verified as not listed as an "excluded party" prior to award of a subcontract. The recipient must print a dated record of the verification from the www.sam.gov website and retain a copy that is available for review by TWDB. The prime contractors and subcontractors must be verified prior to the contract award or the costs may be disallowed.

CONTRACT DOCUMENTS

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 Water Treatment Plant Solids Handling Improvements 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 Carl Craigo 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.

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.**

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.

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 available 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 OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION,**

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

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

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

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

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. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Contract, without regard to conflict on laws and rules that would direct application of the laws of another jurisdiction.

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

independent contractor hereunder. City does not have the power to direct the order in which the work is done. City shall not have the right to control the means, methods or details of the Company's work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

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 original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Company will settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Company relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except City from any liability whatsoever. City is under no obligation to provide notice to Company that Company's notice is insufficient. City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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 Tex. Gov't Code section 2270.002 applies to this Contract, Company hereby verifies that Company does not boycott Israel and will not boycott Israel during the term of this Contract. If Tex. Gov't Code section 2270.002 does not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

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

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 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.

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 Exhibit A, 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 Exhibit A.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

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

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

_____
Notary Public, State of Texas

EXHIBIT C

Bonding Requirements

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

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

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

"General Decision Number: TX20250002 01/03/2025

Superseded General Decision Number: TX20240002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55 **	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36 **	
Structures	$ 13.52 **	
LABORER		
Asphalt Raker	$ 12.28 **	
Flagger	$ 9.30 **	
Laborer, Common	$ 10.30 **	
Laborer, Utility	$ 11.80 **	
Work Zone Barricade Servicer	$ 10.30 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87 **	
Asphalt Paving Machine	$ 13.40 **	
Broom and Sweeper	$ 11.21 **	
Crane, Lattice Boom 80 Tons or Less	$ 16.82 **	
Crawler Tractor Operator	$ 13.96 **	
Excavator, 50,000 lbs or less	$ 13.46 **	
Front End Loader Operator, Over 3 CY	$ 12.77 **	
Front End Loader, 3CY or less	$ 12.28 **	
Loader/Backhoe	$ 14.18 **	
Mechanic	$ 20.14	
Milling Machine	$ 15.54 **	
Motor Grader, Rough	$ 16.15 **	
Motor Grader, Fine	$ 17.49 **	
Pavement Marking Machine	$ 16.42 **	
Reclaimer/Pulverizer	$ 12.85 **	
Roller, Asphalt	$ 10.95 **	
Roller, Other	$ 10.36 **	
Scraper	$ 10.61 **	
Spreader Box	$ 12.60 **	
Servicer	$ 13.98 **	
Steel Worker (Reinforcing)	$ 13.50 **	
TRUCK DRIVER		
Lowboy-Float	$ 14.46 **	
Single Axle	$ 12.74 **	
Single or Tandem Axle Dump	$ 11.33 **	
Tandem Axle Tractor with Semi	$ 12.49 **	

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

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** Workers in this classification may be entitled to a higher

minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

"General Decision Number: TX20250261 01/03/2025

Superseded General Decision Number: TX20240261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/03/2025

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER	$ 37.00	24.64

ENGI0178-005 06/01/2020

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

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 28.26	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

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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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to

reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

==========

END OF GENERAL DECISION"

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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Exhibit A – Foreseeable Bad Weather Days

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid/Proposal*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder/Proposer*—An individual or entity that submits a Bid to Owner.

6. *Bidding/Proposal Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding/Proposal Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract

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Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions,

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including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

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32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the

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Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions. Supplementary Conditions are established by redline edits to these Standard General Conditions of the Construction Contract.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words

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"furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

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3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the

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recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective

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to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as

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possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

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4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or

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adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

5. Weather-Related Delays

   a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

   b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:

      1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":

         i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 2 inches of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.

         ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 20 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 110 degrees Fahrenheit.

      2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by National Weather Service weather monitoring station at Midland International Air and Space Port.

      3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit A—Foreseeable Bad Weather Days.

      4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit A—Foreseeable Bad Weather Days will be considered as "abnormal weather conditions." The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

   1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

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2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

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5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

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5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
N/A	N/A	N/A

F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

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Drawings Title	Date of Drawings	Technical Data
N/A	N/A	N/A

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

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Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

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3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

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or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

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Drawings Title	Date of Drawings	Technical Data
None		

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the

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required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

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1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

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3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

D. Reference Item 23 of the City of Midland Standard Purchasing Terms and Conditions.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such

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property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners,

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employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction

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means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

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7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

    a. in the exercise of reasonable judgment Engineer determines that the proposed item:

        1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

        2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

        3) has a proven record of performance and availability of responsive service; and

        4) is not objectionable to Owner.

    b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

        1) there will be no increase in cost to the Owner or increase in Contract Times; and

        2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

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E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

   a. will certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design;

      2) be similar in substance to the item specified; and

      3) be suited to the same use as the item specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. will identify:

      1) all variations of the proposed substitute item from the item specified; and

      2) available engineering, sales, maintenance, repair, and replacement services.

   d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in

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Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or

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otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its

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use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

B. Owner is exempt from payment of sales and compensating use taxes of the State of Texas and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

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7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

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7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

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b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

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8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

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B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers,

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architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

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3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

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8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's

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other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

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9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On

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the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. *Liaison*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. *Review of Work; Defective Work*

   a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.

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b. Observe whether any Work in place appears to be defective.

c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

5. *Inspections and Tests*

a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests:* Review Applications for Payment with Contractor.

7. *Completion*

a. Participate in Engineer's visits regarding Substantial Completion.

b. Assist in the preparation of a punch list of items to be completed or corrected.

c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.

5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Authorize Owner to occupy the Project in whole or in part.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

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E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

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ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

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B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

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B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to

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each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in

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whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the

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supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

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1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

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b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

~~2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.~~

2) The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of the Rental Rate Blue Book for Construction Equipment.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with

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Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than $500.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

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b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

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B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

~~E. *Adjustments in Unit Price*~~

~~1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:~~

~~a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and~~

~~b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.~~

~~2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.~~

~~3. Adjusted unit prices will apply to all units of that item.~~

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

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ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by

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Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include

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but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

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2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

    a. the Work has progressed to the point indicated;

    b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

    c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

    a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

    b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

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b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

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l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify

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Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10

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days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;

2. correct such defective Work;

3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and

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4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

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1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

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16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

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B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
2. agree with the other party to submit the dispute to another dispute resolution process; or
3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

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18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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EXHIBIT A— FORESEEABLE BAD WEATHER DAYS

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (1)	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.)	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.)
January	0	4	0
February	0	2	0
March	1	1	0
April	1	0	0
May	1	0	0
June	1	0	0
July	0	0	0
August	0	0	0
September	1	0	0
October	1	0	0
November	0	1	0
December	0	3	0

Notes:

1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of “dry” powder snow equals one inch of rain.

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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 13, 2025

PACKET 8-325

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:

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

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

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

TECHNICAL SPECIFICATIONS

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Contract Description:

1. Modification of the water treatment facility to provide solids dewatering for the Midland Water Treatment Plant. Complete treatment will be provided by the following unit processes:

2. Modifications to the existing water treatment facility include:

a. Installation of a new volute solids dewatering press and polymer system.
b. Installation of two (2) new sludge transfer pumps.
c. Modification of the existing solids holding tank.
d. Modifications of existing Gravity Thickener.
e. Installation of new surface mixer and decanter in solids holding tank.
f. Installation of new solids conveyor.
g. Replacement of recycle pump station pumps.

3. Related work includes but is not limited to:

a. Related replacement, extension, and/or relocation of various process and utility lines.

b. Related site civil, structural, and electrical work.

1.2 CONTRACTOR USE OF SITE:

A. Limit use of existing water treatment plant site to allow:

1. Owner occupancy.

2. Uninterrupted production of potable water.

END OF SECTION

SECTION 01019

CONTRACT CONSIDERATIONS

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Materials Testing.

B. Construction Staking and Surveying.

C. Schedule of Values.

D. Application for Payment.

E. Change Procedures.

F. Measurement and Payment.

1.2 MATERIALS TESTING:

A. Engineer will engage a recognized construction materials testing firm.

B. Contractor shall be responsible for:

1. Costs of incidental labor and facilities required to assist testing firm.

2. Costs of testing laboratory services used by Contractor separate from Contract Document or Owner requirements.

3. Costs of retesting upon failure of previous tests as determined by Engineer.

1.3 CONSTRUCTION STAKING AND SURVEYING

A. The Owner will provide benchmarks and control points as shown on the plans. These will be set only once by the Owner. The Contractor shall take necessary precautions to protect survey benchmarks and control points during construction.

B. All stakes, references, line, grades, etc. which may be required for construction operations shall be furnished by the Contractor.

C. The Contractor shall be solely and completely responsible for the accuracy of the line and grade of all features of the work. Any errors or apparent discrepancies found in previous surveys or plans shall be called to the attention of the Engineer prior to proceeding with the work.

D. Construction staking and surveying work shall be incidental to other work items.

1.4 SCHEDULE OF VALUES:

A. Submit a printed schedule on EJCDC C-620. Contractor's standard form or electronic media printout will be considered.

B. Submit Schedule of Values at the Preconstruction Conference. Provide four (4) reproducible copies.

C. Format: Provide itemized schedule breakdown of Lump Sum Bid. Coordinate schedule with Engineer for approval.

D. Revise schedule to list approved Change Orders, with each Application for Payment.

1.5 APPLICATIONS FOR PAYMENT:

A. Contractor's electronic media driven form or EJCDC C-620.

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

C. Payment Period: Submit by the 25th of each month.

D. Include executed Contractor Affidavit for Partial Payment with each Application for Payment.

E. Submit certification by Contractor of Labor Standards compliance with each Application for Payment.

1.6 CHANGE PROCEDURES:

A. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions in writing.

B. The Engineer may issue a Notice of Change which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications, a change in contract time for executing the change and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within 10 days.

C. The Contractor may propose changes by submitting a request for change to the Engineer, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01600.

D. Stipulated Sum/Price Change Order: Based on Notice of Change and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Engineer.

E. Work Directive Change: Engineer may issue a directive, on EJCDC C-940 Work Directive Change signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.

F. Change Order Forms: EJCDC C-941 or Engineer's standard electronic media driven form.

G. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract, including a funding agency representative (if required).

1.7 MEASUREMENT AND PAYMENT:

A. Authority: Work under this Contractor shall be measured by the Item Lump Sum Price as indicated on the Bid Schedule. Where the Item Lump Sum Price applies, the work will be considered as a complete installation as shown and specified.

Unit Quantities: Quantities and measurements indicated in the Bid Form are for contract purposes only. Quantities and measurements supplied or placed in the Work shall determine payment. The bid price for any Unit Price method item shall be in effect for any actual quantity encountered within plus or minus 25 percent of the estimated quantity. Payment or adjustment for quantities greater than plus or minus 25 percent will be subject to negotiation.

B. Payment Includes: Full compensation for required labor, Products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

C. Defect Assessment: Replace the Work, or portions of the Work, not conforming to specified requirements. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01090

STANDARD REFERENCES

Whenever used in the Project Manual, the following abbreviations will have the meanings listed:

When documents are referenced, they are a part of the Specification as specified and modified. In case of conflict between the requirements of these Specifications and those on the referenced documents, these Specifications shall prevail.

AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, Ste. 249 Washington, DC 20001
ACI	American Concrete Institute 38800 Country Club Drive Farmington Hills, MI 48331
AISC	American Institute of Steel Construction One East Wacker Drive, Ste. 700 Chicago, IL 60601-1802
AISI	American Iron and Steel Institute 1140 Connecticut Ave., Ste. 705 Washington, DC 20036
AITC	American Institute of Timber Construction 7012 S. Revere Parkway, Ste. 140 Centennial, CO 80112
ANSI	American National Standards Institute, Inc. 1899 L Street, NW, 11th Floor Washington, DC 20036
APA	American Plywood Association 7011 S. 19th Street Tacoma, WA 98466-5333
API	American Petroleum Institute 1220 L Street, NW Washington, DC 20005-4070
APSP	Association of Pool and Spa Professionals 2111 Eisenhower Ave., Ste. 500 Alexandria, VA 22314
ASCE	American Society of Civil Engineers 1801 Alexander Bell Drive Reston, VA 20191

ASCII	American Standard Code for Information Interchange United States of American Standards Institute 25 West 43rd Street, 4th Floor New York, NY 10036
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers United Engineering Center 1791 Tullie Circle, NE Atlanta, GA 30329
ASME	American Society of Mechanical Engineers Three Park Avenue New York, NY 10016
ASTM	American Society for Testing and Materials 100 Bar Harbor Drive West Conshohocken, PA 19428 (http://www.astm.org)
AWPA	American Wood Preservers Association 100 Chase Park South, Ste. 116 Birmingham, AL 35244
AWS	American Welding Society 550 LeJeane Road Miami, FL 33126
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235
CRSI	Concrete Reinforcing Steel Institute 933 North Plum Grove Road Schaumburg, IL 60173
EEI	Edison Electric Institute 701 Pennsylvania Ave., NW Washington, DC 20004
ENGINEER	Enprotec / Hibbs & Todd, Inc. 402 Cedar Street Abilene, Texas 79601
FEDSPEC	Federal Specifications General Services Administration Specification and Consumer Information Distribution Branch 1275 First Street, NE Washington, DC 20417
FEDSTDS	Federal Standards (see FEDSPECS)

HI	Hydraulic Institute 6 Campus Drive, First Floor North Parsippany, NJ 07054
IBC	International Building Code (Published by ICC)
ICC	International Code Council 500 New Jersey Ave., NW, 6th Floor Washington, DC 20001
ICEA	Insulated Cable Engineers Association P.O. Box 1568 Carrolton, GA 30112
IEEE	Institute of Electrical and Electronic Engineers, Inc. 3 Park Avenue, 17th Floor New York, NY 10016
IES	Illuminating Engineering Society c/o United Engineering Center 120 Wall Street, Floor 17 New York, NY 10005
IMC	International Mechanical Code (Published by ICC)
IPC	International Plumbing Code (Published by ICC)
ISA	Instrument Society of America 67 Alexander Drive Research Triangle Park, NC 27709
MILSPEC	Military Specifications Navy Publications and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120
NAAMM	National Association of Architectural Metal Manufacturers 800 Roosevelt Rd., Bldg. C, Ste 312 Glen Ellyn, IL 60137
NACE	National Association of Corrosion Engineers 1440 South Creek Drive Houston, Texas 77084
NEC	National Electrical Code National Fire Protection Association 1 Batterymarch Park Quincy, MA 02169

NEMA	National Electrical Manufacturer's Association 1300 North 17th Street, Ste. 1752 Rosslyn, VA 22209
NFPA	National Forest Products Association 1111 19th Street, NW, Ste. 800 Washington, DC 20036
NFPA	National Fire Protection Association 1 Batterymarch Park Quincy, MA 02169
NSF	National Sanitation Foundation 789 N. Dixboro Road Ann Arbor, MI 48113
OSHA	Occupational Safety and Health Act Occupational/Safety and Health Administration Lubbock Area Office 1205 Texas Avenue Lubbock, TX 79401
OWNER	City of Midland 300 N. Loraine Midland, Texas 79701
SBCC	Southern Building Code Congress 900 Montclair Road Birmingham, AL 35213
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association 4201 Lafayette Center Drive Chantilly, VA 20151-1209
SSPC	Steel Structures Painting Council 4516 Henry Street, Suite 301 Pittsburgh, PA 15123-3728
SSPWC-NCT	Standard Specifications for Public Works Construction-- North Central Texas North Central Texas Council of Governments P O Box 5888 Arlington, Texas 76005-5888
TCA	Tile Council of America, Inc. 100 Clemson Research Blvd. Anderson, SC 29625
TCEQ	Texas Commission on Environmental Quality P O Box 13087 Austin, TX 78711-3087

TDSHS	Texas Department of State Health Services 1100 West 49th Street Austin, Texas 78756-3199
TWDB	Texas Water Development Board 1700 North Congress Avenue Austin, Texas 78711
TXDOT	Texas Department of Transportation 125 E. 11th Street Austin, TX 78701
UBC	Uniform Building Code Published by ICB
UL	Underwriters Laboratories, Inc. 2600 NW Lake Road Camas, WA 98607
USBR	Bureau of Reclamation U.S. Department of Interior Engineering and Research Center Denver Federal Center, Building 67 Denver, CO 80225
WWPA	Western Wood Products Association 522 SW Fifth Ave, Ste. 500 Portland, OR 97204

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Mechanics and administration of the submittal process.
2. General content requirements for Shop Drawings.
3. Content requirements for Operation and Maintenance Manuals.

B. Related Sections include but are not necessarily limited to:

1. Division 0 - Bidding Requirements, Contract Forms, and Conditions of the Contract.
2. Division 1 - General Requirements.
3. Sections in Divisions 2 through 16 identifying required submittals.

1.2 DEFINITIONS

A. Shop Drawings:

1. See General Conditions.
2. Product data and samples are Shop Drawing information.

B. Operation and Maintenance (O&M) Manuals:

1. Contain the information required for proper installation and maintenance of building materials and finishes.

2. Contain the technical information required for proper installation, operation and maintenance of process, electrical and mechanical equipment and systems.

C. Miscellaneous Submittals:

1. Submittals other than Shop Drawings and O&M Manuals.

2. Representative types of miscellaneous submittal items include but are not limited to:

a. HVAC test and balance reports.
b. Installed equipment and systems performance test reports.
c. Manufacturer's installation certification letters.
d. Instrumentation and control commissioning reports.
e. Warranties.

1.3 SUBMITTAL SCHEDULE

A. Shop Drawings: Submittal and approval prior to release of equipment.

B. Operation and Maintenance Manuals and Completed Equipment Record Sheets: Initial submittal prior to delivery of equipment.

1.4 PREPARATION OF SUBMITTALS

A. Shop Drawings:

1. Format:

a. Submit only electronic copy of each submittal to the Engineer as single printable, searchable PDF file.

b. All electronic files shall be in PDF format and shall contain no pages larger than 11" x 17". Ensure that scanned documents are fully legible.

i. Each submittal shall consists of a single, merged PDF file to facilitate review, portfolio PDF files will be rejected. Engineer will review and return an electronic copy (PDF) to Contractor.

c. Submittal numbering:

i. Submittals shall be named and numbered with the specification number listed first, followed by a dash and a sequential number for the submittal under the specification section. For example, 11301-02 would be the second submittal for the membrane filtration system specification.

ii. Should a resubmittal be required, the original submittal number shall be followed by an "A", "B", etc. For example, 11260-02A would be the first resubmittal on the second submittal for the chlorination equipment.

d. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing and detail number, and Specification section number, as appropriate.

e. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

f. Schedule submittals to expedite the Project and deliver to Engineer at business email. Coordinate submission of related items.

g. For each submittal for review, allow 10 business days.

h. Provide space for Contractor and Engineer review stamps.

i. Revise and resubmit, if required, and identify all changes made since previous submission.

j. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with provisions.

k. Submittals not requested will not be recognized or processed.

l. When submitting "or-equal" items that are not the products of named manufacturers, follow Article 7, Paragraph 7.04 of the General Conditions.

2. Submittal contents:

a. Each submittal shall be limited to a single specification section or material topic. Where equipment packages, assemblies, and the like are interrelated, the submittals should be provided together facilitating review of the Contractor's purposed offering. When related portions of an equipment package or system are not provided, the submittals may be returned without review.

b. Provide submittal information defining specific equipment or materials utilized on the Project.

i. Generalized product information, not clearly defining specific equipment or materials to be provided, will be rejected.

c. Coordinate and identify Shop Drawing contents so that all items can be easily verified by the Engineer.

d. Identify equipment or material use, tag number, Drawing detail reference, weight, and other Project specific information. Indicate exact item or model and all options proposed.

e. Provide sufficient information together with technical cuts and technical data to allow an evaluation to be made to determine that the item submitted is in compliance with the Contract Documents.

f. Identify variations/exceptions from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed work.

i. Use a separate page(s) at the beginning of each portion of the submittal package.

ii. If no variations are proposed, state such on a separate page at the beginning of the submittal package.

g. When a Shop Drawing submittal is called for in any Specification Section, include as appropriate, scaled details, sizes, dimensions, performance characteristics, capacities, test data, anchoring details, installation instructions, storage and handling instructions, color charts, layout Drawings, rough-in diagrams, wiring diagrams, controls, weights and other pertinent data in addition to information specifically stipulated in the Specification Section.

i. Arrange data and performance information in format similar to that provided in Contract Documents.

ii. Provide, at minimum, the detail specified in the Contract Documents.

B. Samples:

1. Identification:

a. Identify sample as to transmittal number, manufacturer, item, use, type, project designation, tag number, standard Specification Section or Drawing detail reference, color, range, texture, finish and other pertinent data.

b. If identifying information cannot be marked directly on sample without defacing or adversely altering samples, provide a durable tag with identifying information securely attached to the sample.

2. Include application specific brochures, and installation instructions.

3. Provide Contractor's stamp of approval on samples or transmittal form as indication of Contractor's checking and verification of dimensions and coordination with interrelated work.

4. Resubmit samples of rejected items.

C. Operation and Maintenance Manuals:

1. Owner's use of manufacturer's Operation and Maintenance materials:

a. Materials are provided for Owner's use, reproduction and distribution as training and reference materials within Owner's organization.

i. Applicable to hard copy or electronic media.
ii. Applicable to materials containing copyright notice as well as those with no copyright notice.

b. Notify manufacturer of this intended use of materials provided under the Contract.

2. Number each Operation and Maintenance Manual transmittal with the original root number of the associated Shop Drawing.

   a. Identify resubmittals with the original number plus a suffix letter starting with "A."

3. Submittal format:

   a. Interim submittals: Submit electronic copies (PDF format) until manual is approved.

   b. Final submittals: Submit two (2) paper copies.

4. Paper copy submittals:

   a. Submit Operation and Maintenance Manuals printed on 8-1/2 x 11 IN size heavy first quality paper with standard three-hole punching and bound in appropriately sized three-ring (or post) vinyl view binders with clear overlays front, spine and back.

      i. Provide binders with titles inserted under clear overlay on front and on spine of each binder.

         - As space allows, binder titles shall include, but not necessarily be limited to, Project Name, related Specification Number, Equipment Name(s) and Project Equipment Tag Numbers.

      ii. Provide a Cover Page for each manual with the following information:

         - Manufacturer(s).
         - Date.
         - Project Owner and Project Name.
         - Specification Section.
         - Project Equipment Tag Numbers.
         - Model Numbers.
         - Engineer.
         - Contractor.

      iii. Provide a Table of Contents or Index for each manual.

      iv. Use plastic-coated dividers to tab each section of each manual per the manual's Table of Contents/Index for easy reference.

      v. Provide plastic sheet lifters prior to first page and following last page.

   b. Reduce Drawings or diagrams bound in manuals to an 8-1/2 x 11 IN or 11 x 17 IN size.

i. Where reduction is not practical to ensure readability, fold larger Drawings separately and place in vinyl envelopes which are bound into the binder.

ii. Identify vinyl envelopes with Drawing numbers.

c. Mark each sheet to clearly identify specific products and component parts and data applicable to the installation for the Project.

i. Delete or cross out information that does not specifically apply to the Project.

5. Operation and Maintenance Manuals for Materials and Finishes:

a. Building Products, Applied Materials and Finishes:

i. Include product data, with catalog number, size, composition and color and texture designations.

ii. Provide information for re-ordering custom manufactured products.

b. Instructions for Care and Maintenance:

i. Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods and recommended schedule for cleaning and maintenance.

c. Moisture Protection and Weather Exposed Products:

i. Include product data listing, applicable reference standards, chemical composition, and details of installation.

ii. Provide recommendations for inspections, maintenance and repair.

d. Additional requirements as specified in individual product specifications.

6. Operation and Maintenance Manuals for Equipment and Systems:

a. Submission of Operation and Maintenance Manuals for equipment and systems is applicable but not necessarily limited to:

i. Major equipment.

ii. Equipment powered by electrical, pneumatic or hydraulic systems.

iii. Specialized equipment and systems including instrumentation and control systems and system components for HVAC process system control.

iv. Valves and water control gates.

b. Equipment and Systems Operation and Maintenance Manuals shall include, but not necessarily be limited to, the following completed forms and detailed information, as applicable:

i. Fully completed Equipment Records, shall be included under the first tab following the Table of Contents of each Operation and Maintenance Manual.

- Each section of the Equipment Record must be completed in detail.
    - Simply referencing the related manual for nameplate, maintenance, spare parts or lubricant information is not acceptable.
- For equipment items involving components or subunits, a fully completed Equipment Record Form is required for each operating component or subunit.
- Submittals that do not include the associated Equipment Record(s) will be rejected without further content review.
- Use manufacturer's Standard Equipment Record Forms:
    - Equipment Data and Spare Parts Summary.
    - Recommended Maintenance Summary.
    - Lubrication Summary.

ii. Equipment function, normal operating characteristics, limiting operations.

iii. Assembly, disassembly, installation, alignment, adjustment, and checking instructions.

iv. Operating instructions for start-up, normal operation, control, shutdown, and emergency conditions.

v. Lubrication and maintenance instructions.

vi. Troubleshooting guide.

vii. Parts lists:

- Comprehensive parts and parts price lists.
- A list of recommended spare parts.
- List of spare parts provided as specified in the associated Specification Section.

viii. Outline, cross-section, and assembly Drawings; engineering data; and electrical diagrams, including elementary diagrams, wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagrams.

ix. Test data and performance curves.

x. As-constructed fabrication or layout Drawings and wiring diagrams.

xi. Instrumentation or tag numbers assigned to the equipment by the Contract Documents are to be used to identify equipment and system components.

xii. Additional information as specified in the associated equipment or system Specification Section.

1.5 TRANSMITTAL OF SUBMITTALS:

A. Shop Drawings, Samples and Operation and Maintenance Manuals:

1. Transmit all submittals to the Engineer electronically via Dropbox, a cloud-based file sharing service.

a. The Engineer will set up a Dropbox folder for the project. Contractor shall purchase and maintain his/her own Dropbox access for the duration of the project.

2. All submittals must be from Contractor.

a. Submittals from subcontractors will not be accepted.

B. Miscellaneous Submittals:

1. Transmit under Contractor's standard letter of transmittal or letterhead.

2. Transmit to:

Enprotec / Hibbs & Todd, Inc.
1310 Weatherford Highway, Suite 116
Granbury, Texas 76048
Attn: Bret Thompson, P.E.

1.6 ENGINEER'S REVIEW ACTION:

A. Items within transmittals will be reviewed for overall design intent and will receive one of the following actions:

1. Resubmittal Not Required - Make Corrections Noted / See All Comments.

2. Correct and Resubmit - Make Corrections Noted / See All Comments.

3. Rejected - See All Comments.

4. Submittal Not Reviewed, Filed for Record.

B. Calculations required in individual Specification Sections will be received for information purposes only, as evidence calculations have been performed by individuals meeting specified qualifications, and will be returned marked "Submittal Not Reviewed, Filed for Record" to acknowledge receipt.

C. Samples may be retained for comparison purposes.

1. Remove samples when directed.
2. Include in bid all costs of furnishing and removing samples.

D. Approved samples submitted or constructed, constitute criteria for judging completed work.

1. Finished work or items not equal to samples will be rejected.

PART 2 PRODUCTS

Not used.

PART 3 PRODUCTS

Not used.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Quality Assurance--Control of Installation.

B. Tolerances.

C. References.

D. Testing Laboratory Services.

E. Manufacturers' Field Services and Reports.

1.2 QUALITY ASSURANCE--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 Engineer before proceeding.

D. Comply with specified standards as minimum quality for the Work except where 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. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES:

A. Monitor tolerance control of installed 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 Engineer before proceeding.

C. Adjust Products to appropriate dimensions; position before securing Products in place.

1.4 REFERENCES:

A. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current on date of Contract Documents, except where a specific date is established by code.

C. Obtain copies of standards where required by product Specification sections.

D. The contractual relationship, duties, and responsibilities of the parties in Contract and of the Engineer, shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.5 TESTING LABORATORY SERVICES:

A. Owner will appoint and employ services of an independent firm to perform inspecting and testing.

B. The independent firm will perform inspections, tests, and other services specified in individual Specification sections and as required by the Engineer or the Owner.

C. Inspecting, testing, and source quality control may occur on or off the project site. Perform off-site inspecting or testing as required by the Engineer or the Owner.

D. Reports will be submitted by the independent firm to the Engineer and Contractor, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.

E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

1. Notify Engineer and independent firm 24 hours prior to expected time for operations requiring services.

2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.

F. Testing or inspecting does not relieve the Contractor of his responsibility to perform Work to contract requirements.

G. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Payment for retesting shall be the Contractor's responsibility.

1.6 MANUFACTURERS' FIELD SERVICES AND REPORTS:

A. When specified, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, as applicable, and to initiate instructions when necessary.

B. Report observations and site decisions or instructions that are supplemental or contrary to manufacturers' written instructions.

C. Submit report in duplicate within 30 days of observation to Engineer for information.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Transportation and Handling.

B. Storage and Protection.

C. Product Options.

D. Substitutions.

1.2 TRANSPORTATION AND HANDLING:

A. Transport and handle products in accordance with manufacturer's instructions.

B. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

D. Pipe to be transported with exposed ends tarped to prevent accumulation of airborne contaminates during transport.

1.3 STORAGE AND PROTECTION:

A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.

B. Store sensitive products in weather tight, climate controlled enclosures.

C. For exterior storage of fabricated products, place on sloped supports, above ground.

D. Provide off-site storage and protection when site does not permit on-site storage or protection.

E. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of product.

F. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

G. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

H. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

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 one or more Manufacturers: Products of manufacturers named and meeting Specifications, no options or substitutions allowed.

C. Products Specified by naming one or more Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article. Where terms such as "or equal," "or equivalent" are used in this Contract, they shall be taken to mean "or approved equivalent." Proposed equivalents shall be offered as substitutions.

1.5 SUBSTITUTIONS:

A. Engineer will consider requests for Substitutions only within 45 days after date established in Notice to proceed.

B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.

C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

D. A request constitutes a representation that the Contractor:

1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.

2. Will provide the same warranty for the Substitution as for the specified product.

3. Will coordinate installation and make changes to other work which may be required for the work to be complete with no additional cost to Owner.

4. Waives claims for additional costs or time extension which may subsequently become apparent as a result of the Substitution.

E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

F. Substitution Submittal Procedure:

1. Submit copies of request for Substitution for consideration. Number of copies as specified in Sub-Section 01300-1.5. Limit each request to one proposed Substitution.

2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.

3. The Engineer 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 01650

STARTING OF SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Starting Equipment Systems.

B. Demonstration and Instructions.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 STARTING EQUIPMENT SYSTEMS:

A. Coordinate schedule for start-up of various equipment.

B. Notify Engineer seven days prior to start-up of each item.

C. Verify that each piece of equipment has been checked for proper lubrication, drive rotation, belt tension, control sequence, or for other conditions which may cause damage.

D. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment manufacturer.

E. Verify wiring and support components for equipment are complete and tested.

F. Execute start-up under supervision of applicable manufacturer's representative 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 start-up, and to supervise placing equipment in operation.

H. Submit a written report in accordance with Section 01400 that equipment or system has been properly installed and is functioning correctly.

3.2 DEMONSTRATION AND INSTRUCTIONS:

A. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owners' personnel in detail to explain all aspects of operation and maintenance.

B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment during equipment start-up services.

C. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

D. As a minimum, the amount of time required for instruction on each item of equipment and system is that specified in individual sections.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Closeout procedures.

B. Final Cleaning.

C. Adjusting.

D. Project record documents.

E. Operation and Maintenance Data.

F. Warranty.

G. Spare parts and maintenance materials.

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 Engineer's review.

B. Provide submittals to Engineer that are required by governing or other authorities.

C. Submit final Application for Payment identifying total adjusted Contract sum, previous payments, and sum remaining due.

D. Submit executed Affidavit of Bills paid with final Application for payment. Affidavit shall state all bills for labor, materials, and incidentals incurred in the construction of the project have been paid in full, and that there are no claims pending of which the Contractor has been notified.

1.3 FINAL CLEANING:

A. Execute final cleaning prior to final project assessment.

B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces.

C. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

D. Clean filters of operating equipment.

E. Clean debris from roofs, gutters, downspouts, and drainage systems.

F. Clean site; sweep paved areas, rake clean landscaped surfaces.

G. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.4 ADJUSTING:

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.5 PROJECT RECORD DOCUMENTS:

A. Maintain on site, one set of the following record documents; record actual revisions to the work:

1. Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. Reviewed Shop Drawings, Product Data, and Samples.
6. Manufacturer's instruction for assembly, installation, and start-up of products and equipment.

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.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:

1. Manufacturer's name and product model and number.
2. Product substitutions or alternates utilized.
3. Changes made by Addenda and modifications.

F. Record Documents and shop drawings: Legibly mark each item to record actual construction including:

1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.

2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work.

3. Field changes of dimension and detail.

4. Details not on original contract drawings.

G. Remove Engineer title block and seal from all documents.

H. Submit documents to Engineer with claim for final Application for Payment.

1.6 OPERATION AND MAINTENANCE DATA:

A. Submit data bound in 8-1/2 x 11 inch text pages, three D side ring binders with durable plastic covers.

B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.

C. Submit two sets of revised final volumes, within 10 days after final inspection.

1.7 WARRANTY:

A. The Contractor shall guarantee the work performed under this contract against defective materials and workmanship for a period of one year from the date of Substantial Completion or acceptance of individual work elements. The Contractor shall arrange to have his performance bond remain in effect for a period of two year after this date to cover his guarantee as stipulated under this item and in the General Conditions.

B. If defective materials and/or workmanship are discovered which require repairs made under this guarantee, all such repairs shall be done by the Contractor at his own expense within ten days after written notice of such defect. Should the Contractor fail to repair of correct such deficiency within ten days after notification, the Owner may make the necessary repairs and charge the Contractor with the applicable costs of all labor and materials required to correct the deficiency.

1.8 SPARE PARTS AND MAINTENANCE MATERIALS:

A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.

B. Deliver to project site and place in location as directed; obtain receipt prior to final payment.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 02070

DEMOLITION, CUTTING, AND PATCHING

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Demolition, cutting and patching of existing construction where shown on Drawings, or as required to accommodate new work shown or specified.

1.2 SUBMITTALS:

A. Shop Drawings:

1. See section 01300 for requirements.
2. Indicating manufacturer and type of:

a. Proposed non-shrink grout.
b. Epoxy bonding adhesive.
c. Proposed materials and methods to be used for matching and repairing existing construction.

1.3 DELIVERY, STORAGE, AND HANDLING:

A. General:

1. Salvage items, designated for Owner's salvage, as a functional unit.
2. Clean, list, and tag for storage.
3. Protect from damage and deliver to location designated.
4. Salvage each item with auxiliary or associated equipment required for operation.

1.4 PROJECT CONDITIONS:

A. Perform preliminary investigations as required to ascertain extent of work.

1.5 SEQUENCING AND SCHEDULING:

A. Coordinate and reschedule work as required to preclude interference with other operations.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

A. Subject to compliance with the Contract Documents, the following products and manufacturers are acceptable:

1. Non-shrink grout:

a. Supreme Grout by Gifford Hill.
b. Masterflow 713 Plus by BASF Building Systems.

c. Sika Grout 212 by Sika.
d. Or Approved Equal.

2. Epoxy bonding adhesive:

a. Euco No.452 MV by Euclid Chemical Co.
b. Sikadur 32, Hi-Mod by Sika Corporation.
c. Or Approved Equal.

PART 3 EXECUTION

3.1 PREPARATION:

A. Provide substantial barricades and safety lights as required.

B. Provide temporary weather protection as necessary.

3.2 INSTALLATION:

A. Cutting and Removal:

1. Remove existing work indicated to be removed, or as necessary for installation of new work.
2. Neatly cut and remove materials.
3. Remove piping or concrete in small sections.

B. Modification of Existing Concrete:

1. Where indicated, remove existing equipment and finish remaining surfaces as shown.

a. Protect remaining concrete from damage.

C. Removal of Existing Anchor Bolts or Other Protruding Elements:

1. Remove to finished surface.

D. Salvaged Items:

1. Thoroughly dry and clean all metal surfaces.

2. Dispose of items or materials not designated for Owner's salvage or reuse. Promptly remove from site.

3. Do not store or sell Contractor salvaged items or materials on site.

E. Clean Up:

1. The Contractor shall remove the construction debris and dispose of the materials off-site in a safe and legal manner at no additional cost to the Owner.

END OF SECTION

SECTION 02110

SITE CLEARING AND GRUBBING

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Preparation for Work.

B. Protection of Existing Features.

C. Clearing and Grubbing.

D. Debris Removal.

E. Erosion Control.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 GENERAL:

A. Site clearing and grubbing shall consist of the removal and disposal of trees, stumps, brush, roots, vegetation, logs, rubbish and other objectionable matter from the construction area.

3.2 PREPARATION FOR WORK:

A. Verify that existing plant life designated to remain, if any, is tagged or identified and protected.

B. Verify and protect survey control.

3.3 PROTECTION OF EXISTING FEATURES:

A. Locate, identify and protect the utilities to remain from damage.

B. Protect trees, plant growth and features designated to remain.

C. Protect benchmarks and survey control from damage or displacement.

3.4 CLEARING AND GRUBBING:

A. The designated construction area shall be cleared of all trees, brush, shrubbery and plants, not indicated to be preserved. Trees and brush designated to be left in place shall be carefully trimmed as directed and shall be protected from scarring, barking, or other injuries during construction operations. Pruned limbs over two inches in diameter shall be treated by painting the exposed ends with an approved asphaltic material. Stumps,

roots and other objectionable materials sources are to be removed to the complete extent necessary to prevent objectionable matter from becoming mixed with the material to be used in construction.

B. Unless otherwise provided, all merchantable timber removed as previously specified shall become the property of the Contractor. It is the intent of this Specification to provide for the removal and disposal of all obstructions and objectionable materials not designated to remain.

C. Remove existing concrete and asphalt paving, curb, gutter, walks and other items shown, or described to be removed.

D. Remove trees, shrubs and other plant life within the site shown, or described to be removed. Remove trees and shrub stumps and root system to a depth of 24 inches below existing grades. Remove grass and ground cover root system to a depth of 6 inches.

3.5 DEBRIS REMOVAL:

A. Removed material shall become the property of the Contractor. Contractor shall remove debris, rock and extracted plant life from site and legally dispose.

3.6 EROSION CONTROL:

A. Provide erosion control measures necessary to maintain site. Protect against both wind and rainfall erosion.

END OF SECTION

SECTION 02210

GRADING AND EARTHWORK

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Grading and earthwork which occur in areas other than under structures, under paving, or trenching for utilities.

B. Earthwork consists of operations required for the excavation of materials on-site; excavation of borrow material from designated areas; compaction of natural or improved sub-grades; finish grading; disposal of excess or unsuitable materials; and other required operations. Earthwork shall conform with dimensions and typical sections shown, and with lines and grades established.

1.2 REFERENCES:

A. ASTM D698 — Test for Moisture-Density Relations of Soils (Standard).

B. ASTM D1557 — Test for Moisture-Density Relations of Soils (Modified).

C. ASTM D2487 — Classification of Soils for Engineering Purposes.

D. ASTM D2922 — Density of Soil and Soil Aggregate In-Place by Nuclear Methods.

E. ASTM D3017 — Moisture Content of Soil and Soil Aggregate In-Place by Nuclear Methods.

1.3 DEFINITIONS:

A. Classification: Earthwork materials are classified in accordance with definitions in this Article.

B. Topsoil: Top 6 inches of natural surface soil possessing the characteristics of representative soils on the site that produce growths of grass or other vegetation. Topsoil includes roots and other vegetation.

C. General Site Fill: Suitable, clean material excavated on-site or imported borrow material meeting specified characteristics.

D. Select Fill: Imported borrow material as required for construction, and as defined.

E. Subgrade: Natural soil at the established lines and grades.

F. Borrow: Material taken from designated areas to make up any deficit of excavated material and used for general site or select fill. Obtain from area that is normally dry and well drained. Borrow does not include top soil.

G. Finish Grading: Operations required for smoothing disturbed areas that are not overlaid with pavement.

H. Excavation: Excavation of every description and of whatever substances encountered within the limits of the project to the lines and grades indicated.

I. Compaction: Compaction of soil materials shall be measured as a percent of Standard Proctor density as determined by ASTM D698.

1.4 SUBMITTALS:

A. Procedures for Submittals: Section 01300.

B. Samples: Adequate samples of material as required by the testing laboratory.

C. Quality Control Submittals: For information only.

1. Test Reports: Laboratory analysis of each soil material, including on-site and borrow materials proposed for use on project.

a. General Site Fill: Soil type, liquid limit and plasticity index. Moisture-density relations; identify maximum density optimum moisture.

b. Select Fill: Soil type, liquid limit, plasticity index and gradiation. Moisture-density relations; identify maximum density/optimum moisture.

c. Topsoil: Soil type, liquid limit, and plasticity index.

1.5 EXISTING UTILITIES:

A. Where pipes, ducts, and structures are encountered in the excavation but are not shown, immediately notify the Engineer.

PART 2 PRODUCTS

2.1 SELECT FILL:

A. Source: Select fill shall be imported borrow material from borrow areas approved by the Engineer. Material from source shall be tested for compliance with project requirements and approved by the Engineer.

B. Suitability: Use the best material available, suitability of select fill is subject to the Engineer's approval.

C. Quality: Select fill material must be free of clay lumps larger than 1 inch, rocks larger than ½-inch, and/or excessive silts. Do not use soil containing brush, roots, sod, or similar organic materials.

D. Characteristics: Materials shall conform to ASTM D2487 Class II or Class III and shall have a liquid limit less than 35 with a plasticity index less than 15 but greater than 4.

2.2 GENERAL SITE FILL:

A. Source: Obtain general site fill from required excavation or, if excavated material is not sufficient, from borrow areas approved by the Engineer.

B. Suitability: Use the best material available from excavation or borrow. Suitability of general site fill material is subject to the Engineer's approval.

C. Quality: Fill material shall be free of lumps larger than 3 inches, rock larger than 2 inches, and excessive silts. Do not use soil containing brush, roots, sod, or similar organic materials.

D. Characteristics: General site fill material shall conform to ASTM D2487 Class II or Class III Soils.

2.3 CLAY LINER:

A. Source: Obtain clay liner material from required excavation or if excavated material is not sufficient from borrow areas approved by Engineer.

B. Suitability: Use the best material available from excavation or borrow. Suitability of clay liner material is subject to the Engineer's approval.

C. Quality: Liner material shall be grade free of roots, lumps larger than 2 inches, rocks larger than ½-inch, debris, and foreign matter.

D. Characteristics: Soils intended for clay liner material shall have a liquid limit greater than 30%, a plasticity index greater than 15, and more than 30% passing a 200-mesh sieve.

2.4 TOP SOIL:

A. Source: Obtain top soil from the required excavation, or if sufficient material is not available, from borrow areas approved by the Engineer.

B. Suitability: Use the best material available. Suitability of material is subject to the Engineer's approval.

C. Quality: Material shall be free of large roots or branches, stumps, brush, rubbish, or other objectionable matter.

D. Characteristics: Soils possessing the characteristics that produce growth of grasses or other vegetation.

2.5 SOURCE QUALITY CONTROL:

A. Provide materials of each type from same source throughout the project.

B. A change in source requires sampling, testing, and approval by Engineer.

PART 3 EXECUTION

3.1 STRIP AND STOCKPILE:

A. Remove topsoil at all non-paved areas where excavation of topsoil is required or where fill material will be added for site grading.

B. Remove top 6 inches of topsoil where necessary and stockpile on the Owner's property. Protect stockpiled topsoil from other excavated materials, dumping of unwanted material, dumping by the public, and erosion. Upon completion of rough grading, replace topsoil in 4-inch minimum layer to finish grade elevations as shown on the Grading Plan.

C. Removal of topsoil in building areas and paving areas is further described in Sections 02225, and 02226.

3.2 EXCAVATION:

A. Objective: Excavate to lines, grades, and elevations as shown or required for subsequent construction. All excavation shall be made in such manner as to permit all surfaces to be brought to final line and grade within ±0.1 foot. Over-excavation shall be restored by the Contractor at his own expense. Finish grades consistently high or low will not be acceptable and shall be corrected by the Contractor at his expense and no additional cost to the Owner.

B. Drainage: During excavation, maintain grades as required to maintain drainage; or, as directed by the Owner or Engineer, install temporary drains or drainage ditches to intercept or divert surface water and prevent interference or delay of the work.

C. Stockpiling: If at time of excavation it is not possible to place material in the proper section of permanent construction, stockpile the material in Owner or Engineer approved areas for later use.

D. Stone or Rock: Stones or rock fragments larger than 2 inches in their greatest dimension will not be permitted in top 6 inches of subgrade.

E. Dressing: Uniformly dress-cut and fill slopes to slope, cross section, and alignment, as shown.

F. Rock: Break with hydraulic ram to obtain near neat line excavation. Blasting will not be allowed.

G. Classification: Excavation is unclassified.

3.3 TREATMENT OF SUBGRADES:

A. Topsoil and vegetation in excavation, or fill areas, shall be stripped from the ground surface and stockpiled, exposing sound undisturbed subgrade soils.

B. Fill Areas: Scarify subgrade to a depth of 6 inches and recompact to a density of 95% of maximum density per ASTM D698 at a moisture content of ±2% of optimum.

C. Cut Areas: Scarify exposed subgrade to a depth of 6 inches and recompact to a density of 95% of the maximum density per ASTM D698 at a Moisture content of ±2% of optimum.

D. Undercut any soft or compressible areas detected during the recompaction process to sound subgrade soils and recompact. General or select fill shall be used to bring the soft or compressive areas to grade. Work shall precede placement of topsoil, walks, drives, or structure foundations. Allow for placement of minimum 4-inch layer of topsoil in areas not covered by structures or pavement.

3.4 PLACING FILL:

A. Examination of Subgrade: Do not place fill until the subgrade preparation has been accepted by the Engineer.

B. Removing Debris: Remove all roots, stone, and debris that are uncovered in the fill material.

C. Spreading Fill and Backfill: Spread the material in horizontal layers over the entire fill area. The thickness of each layer before compaction shall not exceed 8 inches unless otherwise directed by the Engineer.

D. Attaining Proper Bond: If the compacted surface of a layer is too smooth to bond with succeeding layers, loosen the surface before continuing the work.

E. Place materials to lines and grades shown allowing for depth of topsoil.

F. Maintain aggregate drainage throughout construction.

G. The material shall be blended sufficiently to secure the best degree of compaction.

3.5 DISTRIBUTION OF TOPSOIL:

A. Perform rough grading and topsoil/finish grading work.

B. Preparation:

1. Prior to placing topsoil, scarify the subgrade to a depth of 2 inches to provide effective bonding.

2. Shape areas designated, including cut and fill areas, to receive a minimum of 4 inches of topsoil.

C. Placement:

1. Do not haul or place wet topsoil. Also prohibited is placement of topsoil on a subgrade that is excessively wet, extremely dry, or in a

condition otherwise detrimental to proper grading or planting.

2. Distribute topsoil uniformly and spread evenly. Correct irregularities in the surface to prevent formation of depressions where water could stand.

3. Perform the spreading operation so that planting Contractor can proceed with little additional tillage or soil preparation. Leave the area smooth and suitable for planting.

4. Lightly compact topsoil to obtain proper bond with previously placed or prepared material.

D. Maintenance: Where any portion of the surface becomes eroded or otherwise damaged, repair the affected area to establish the condition and grade prior to topsoil placement; then replace topsoil.

3.6 MATERIAL DISPOSAL:

A. Remove waste and excess excavated material from the construction site before Pre-final Inspection. Legally dispose of material at a licensed site or with written and notarized permission from the property owner for a private disposal site. All costs associated with waste material removal and disposal shall be paid for by the Contractor.

3.7 TESTING:

A. Testing Laboratory Services: As specified in Section 01400.

3.8 SCHEDULE:

A. Earthen Berms and Embankments: Fill material shall be general site fill as specified, placed to lines and grades as shown.

B. Clay Liner: Liner material shall meet the requirements of the Specification and shall be placed to lines and grades as shown.

END OF SECTION

SECTION 02220

TRENCH AND EXCAVATION SAFETY SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Requirements for a Trench and Excavation Safety System to be designed and furnished by the Contractor for the safety and health of personnel.

B. Submission of a written Plan describing the System in detail.

1.2 PAYMENT:

A. Payment will be as stipulated on the Bid Form.

1. If no individual line item is identified, include in appropriate Lump Sum bid item(s).

1.3 REFERENCES:

A. 29CFR1926 - Occupational Safety and Health Standards - Excavations, United States Department of Labor, latest edition.

B. Others - Other applicable Federal, State, and local rules for Trench Construction or Excavations.

1.4 REQUIREMENTS:

A. The Contractor shall develop, design, and implement a System. The Contractor shall bear the sole responsibility for the adequacy of the System.

B. The requirements of 29CFR1926 shall be the minimum requirements for this specification and is adopted as a part of this specification. Other regulations relating to trench and excavation safety shall also be considered a part of this specification as if referenced directly.

C. Should the System require wider trenches than shown, the Contractor shall be responsible for the costs associated with determining adequacy of pipe bedding and class, as well as, purchase and installation of alternate materials.

1.5 SUBMITTALS:

A. Submit copies of the System Plan for information only. The Engineer will not review the System Plan for sufficiency, adequacy, or other engineering aspects. Submission is only to record the presence or absence of the System Plan.

1.6 QUALITY ASSURANCE:

A. The Trench Safety System shall be designed by an Engineer registered as a Professional Engineer in the State of Texas. The System Plan shall be sampled with the Engineer's seal, signed, and dated.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 GENERAL:

A. Implement the system in accordance with the written System Plan and conduct affected work in accordance with the same.

END OF SECTION

SECTION 02225

EXCAVATION, BACKFILLING AND COMPACTING FOR UTILITIES

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Unclassified excavation, trenching, bedding, backfilling and compacting for potable water mains, gravity-flow sanitary sewers, manholes, valves, and other utility systems and appurtenances, and the disposal of excess excavated material.

1.2 REFERENCES:

A. ASTM C33 – Coarse Aggregates.

B. ASTM D698 – Moisture-Density Relations of Soil (Standard).

C. ASTM D1557 – Test for Moisture-Density Relations of Soil (Modified).

D. ASTM D2321 – Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity – Flow Applications.

E. ASTM D2487 – Classification of Soils for Engineering Purposes.

F. ASTM D4254 – Minimum Index Density and Unit Weight of Soils and Calculations of Relative Density.

G. ASTM D4318 – Test for Liquid Limit, Plastic Limit and Plasticity Index of Soils.

H. OSHA – Occupational Safety and Health Administration and Related Regulations.

1.3 SUBMITTALS:

A. Procedures for Submittals: Section 01300.

B. Submit aggregate sample(s) of material(s) proposed to be used for bedding in the pipe zone and backfill as required by the testing laboratory.

C. Quality Control Samples: For information only.

1.4 PROTECTION OR REMOVAL OF EXISTING UTILITIES:

A. The Contractor shall anticipate all underground obstructions, such as but not limited to, water mains, gas lines, storm and sanitary sewers, telephone or electric light or power ducts, concrete and debris. Any such lines or obstructions indicated on the Drawings show only the approximate locations and shall be verified in the field by the Contractor. The Owner and Engineer will endeavor to familiarize the Contractor with all known utilities and obstructions, but this shall not relieve the Contractor from full responsibility

in anticipating all underground obstructions whether or not shown on the Drawings.

B. The Contractor shall, at his own expense, maintain in proper working order and without interruption of service all existing utilities and services which may be encountered in the work. With the consent of the Engineer and utility owner such service connections may be temporarily interrupted to permit the Contractor to remove designated lines or to make temporary changes in the locations of services. The cost of making any temporary changes shall be the responsibility of the Contractor.

C. Notify all utility companies involved to have their utilities located and marked in the field. All underground utilities in a particular segment of the project shall then be uncovered to verify location and elevation before construction begins in that segment of the project.

1.5 DEFINITIONS:

A. All excavation associated with the project is unclassified.

B. Bedding: Includes the area from the trench bottom to the bottom of the pipe where material is placed to bring the trench bottom up to grade. A compacted depth of approximately 4 to 6 inches is generally sufficient bedding thickness.

C. Haunching: Includes the area from the bottom of the pipe to the spring line of the pipe. Material in this area must be placed and consolidated to provide adequate side support while avoiding both vertical and lateral displacement of the pipe. The type and density of the material in this area are the most important factors affecting the performance and deflection of the pipe.

D. Initial Backfill: Includes the area from the spring line of the pipe to a point at least 12 inches over the top of the pipe.

E. Final Backfill: Includes the area above the initial backfill, up to final grade or the bottom of the flexible base material in the pavement section.

F. Pipe Zone: Includes areas of bedding, haunching and initial backfill as defined above.

PART 2 PRODUCTS

2.1 PIPE ZONE:

A. Materials for use within the pipe zone shall be in accordance with Class I or Class II in Table 2.1:

TABLE 2.1
DESCRIPTION OF MATERIAL CLASSIFICATION
(as defined in ASTM D2321)

Class	Type	Soil Group Symbol	Description ASTM D2487	% Passing Sieve Sizes			Atterberg Limits		Coefficients	
				1½ in (40 mm)	#4 (4.75 mm)	#200 (0.075 mm)	LLb	Plc	Uniformity Cu	Curvature Cc
I	Manufactured, Processed Aggregate; dense-graded, clean	None	Angular, granular, crushed stone or rock, crushed gravel, and stone/sand mixtures with gradations selected to minimize migration of adjacent soils; contain little or no fines	100%	≤50%0	<5%	Non-Plastic			
II	Coarse-Grained Soils, clean	GW	Well-graded gravels and gravel-sand mixtures; little or no fines	100%	<50% of Coarse Fraction	<5%	Non-Plastic		>4	1 to 3
		GP	Poorly-graded gravels and gravel-sand mixtures; little or no fines						<4	<1 or >3
		SW	Well-graded sands and gravelly sands; little or no fines		>50% of Coarse Fraction				>6	1 to 3
		SP	Poorly-graded sands and gravelly sands; little or no fines						<6	<1 or >3
	Coarse-Grained Soils, borderline clean to w/fines	e.g. GW-GC, SP-SM.	Sands and gravels which are borderline between clean and with fines	100%	Varies	5% to 12%			Same as for GW, GP, SW and SP	
III	Coarse-Grained Soils with Fines	GM	Silty gravels, gravel-sand-silt mixtures	100%	<50% of Coarse Fraction	>12% to <50%		<4 or <"A" Line		
		GC	Clayey gravels, gravel-sand-clay mixtures					<7 and >"A" Line		
		SM	Silty sands, sand-silt mixtures	>50% of Coarse Fraction				>4 or <"A" Line		
		SC	Clayey sands, sand-clay mixtures					>7 and >"A" Line		
IVa	Fine-Grained Soils (inorganic)	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, silts with slight plasticity	100%	100%	>50%	<50	<4 or <"A" Line		
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays					>7 and >"A" Line		

a Includes Test Method ASTM D2487 borderline classifications and dual symbols depending on plasticity and liquid limits.
b LL = Liquid Limit.
c PI = Plasticity Index.

2.2 FINAL BACKFILL MATERIALS:

A. Earth Backfill: Earth backfill may be excavated and reused from trench or obtained from an approved borrow area. Material shall be processed to ensure that only select material is used for backfilling operations. Material shall be free of lumps, clods, large rocks, debris, trash, organic, spongy or

otherwise objectionable material. The presence of such material in the backfill may preclude uniform compaction and result in excessive localized point loads on or deflections in the piping system or structures.

B. Open Areas:

1. All materials included in Table 2.1 above are approved for final backfill in open areas, including earth backfill from excavated material.

C. Pavement Section or within limits of service roads regardless of surface condition:

1. Class I or II materials as described in Table 2.1 above are approved for final backfill above the pipe zone to below the road base material, or

PART 3 EXECUTION:

3.1 EXAMINATION AND PREPARTATION:

A. Examine utility routes and coordinate excavation work to eliminate installation conflicts.

B. Allow room for stockpiling excavated material and utility construction material during utility construction.

3.2 TRENCH EXCAVATION:

A. Procedure: Excavated to indicated or specified depths.

1. Excavate by open cut method.

2. During excavation, stockpile material suitable for backfilling in an orderly manner far enough from the bank of the trench to avoid overloading, slides, or cave-ins.

3. Grade as necessary to prevent surface water from flowing into trenches or other excavations.

4. Cut walls of trench as close to vertical as the stability of the material and trench safety will allow. Remove stones as necessary to avoid point-bearing. Over-excavate wet or unstable soil from the trench bottom to permit construction of a more stable bed for pipe. Over excavation shall be filled and tamped with clean dry sand, pea gravel, or other approved material to the required grade.

5. Excavate the trench the proper width as shown, or as required by the Contractor's Trench Safety Program. If the trench width below the top of pipe is wider than specified in this section or shown, install additional backfill. No additional payment will be made for additional material or work required for installation.

6. Accurately grade the trench bottom to provide proper bedding as required for pipe installation.

7. If any excavation is carried beyond the lines and grades required or authorized, the Contractor shall, at his own expense, fill such space with suitable material and properly compact the material as directed by the Engineer. No additional payment will be made.

B. Sheeting and Bracing: If trench safety methods do not include sloping of trench walls, install sheeting and bracing; or use appropriate trench box necessary to support the sides of trenches and other excavations with vertical sides, as required by current OSHA regulations.

C. Water in Excavation: Keep work free from ground or surface water at all times. Provide pumps of adequate capacity or other approved method to remove water from the excavation in such a manner that it will not interfere with the progress of the work or the proper placing of other work.

D. Existing Pavement: Existing pavement over trenches shall be removed to a width of 6 inches outside of the trench on each side. Remove to a neat line by sawing method. Take appropriate measures to prevent damage to existing pavement adjacent to the trench by wheels, tracks and/or stabilizers of excavating equipment.

3.3 PIPE BEDDING:

A. Concrete Encasement:

1. Where shown, the Contractor shall install the pipe in concrete encasement.

2. Concrete for encasement shall be 3000 psi compressive strength as detailed in the Plans.

3. Precautions shall be used to prevent pipe floating, movement or deflection during construction.

B. Within the Pipe Zone:

1. Accurately grade the bottom of the trench 4 inches below the bottom of the pipe and to the limits of the clear space on either side of the pipe.

2. Install Class I or II materials which comply with Table 2.1 above and as shown.

3. The initial layer of embedment material placed to receive the pipe shall be brought up to a grade slightly higher than that required for the bottom of the pipe and the pipe shall be placed thereon and brought to grade by tamping, or by removal of the slight excess amount of embedment under the pipe.

4. Adjustment to grade line shall be made by scraping away or filling with embedment materials. Wedging or blocking up of pipe will not be permitted.

5. Each pipe section shall have a uniform bearing on the embedment for the full length of the pipe, except immediately at the joint.

6. After each pipe has been graded, aligned, placed in final position on the bedding material and joint made, sufficient embedment material shall be deposited and compacted under and around each side of the pipe and back of the bell or end thereof to hold the pipe in proper position and alignment during subsequent pipe jointing and embedment operations.

7. Sheeting and shoring will not be allowed in the pipe zone during or after installation of the pipe or embedment material, unless special provisions are made to ensure the specified compaction of bedding and pipe alignment is maintained after removal of sheeting and shoring.

8. Minimum compaction effort within the pipe zone shall be in accordance with the following Table 3.3 based on the classification of bedding material used:

TABLE 3.3
MINIMUM REQUIRED COMPACTION
FOR MATERIAL USED WITHIN PIPE ZONE OR FOR BACKFILL OF FIBERGLASS STRUCTURES

Classification of Bedding Material	Standard Proctor Densitya (Relative Densityb shown in parentheses)
Class I	Dumped
Class II	≥85% standard (≥40% relative)
Class III	Not approved for bedding material
Class IV	Not approved for bedding material
Class V	Not approved for bedding material

a Standard Proctor Density per ASTM D698, moisture content shall be ± 2% of optimum.
b Relative Density per ASTM D4254.

3.4 UTILITY INSTALLATION:

A. Water Mains: Provide a minimum of 36 inches of cover over the top of the pipe. Avoid interference of water lines with other utilities. Provide class of bedding as shown. Install piping and appurtenances as specified.

B. Sanitary Sewers: Install piping to the lines and grades as shown on the Drawings. Limit clear space on either side of the pipe to 12 inches. Above the pipe, cut as wide as necessary to sheet and brace and properly perform the work. Provide class of bedding as shown. Install piping and appurtenances as specified.

C. Excavation for Appurtenances: Excavate sufficiently for valves, fittings, manholes, valve vaults, utility pull boxes and similar structures to leave at least 18 inches clear between the outer surfaces and the embankment or

shoring that may be used to hold and protect the embankment wall. Install valves, fittings, manholes or valve vault structure, piping and appurtenances as shown or specified. Any other-depth excavation will be refilled with lean concrete or other suitable compacted material approved by the Engineer, at no additional cost to the Owner.

D. Trench Plug: Utility liner entering/exiting manholes, valve vaults, utility pull boxes and similar structures shall have a trench plug for a minimum of 12-inches adjacent to the structure. Trench plug shall be clay material excavated on site. Trench plug shall be installed at a minimum density of 95% of the maximum dry density (ASTM D698) at optimum moisture content ± 2%.

3.5 FINAL BACKFILL:

A. Criteria: Backfill trenches to ground surface with material as specified. Reopen trenches improperly backfilled to depth required for proper compaction. Refill and compact as specified, or otherwise correct the condition in an approved manner.

B. Take care to avoid contacting pipe or structure to be backfilled with compaction equipment. Do not use compaction equipment directly over the pipe until sufficient initial backfill has been placed to assure such equipment will not be damage or disturb the pipe.

C. All forms, lumber, trash and debris shall be removed from trenches, manholes and other utility structures prior to backfilling.

D. Dispose of unacceptable backfill material and provide suitable material for backfill at no additional cost to the Owner.

E. Open Areas:

1. Above the pipe zone, deposit backfill material in 6 to 8 inch (loose) lifts, compact to minimum of 85 percent of maximum density per ASTM D698, while maintaining moisture within ± 2 percent of optimum. Excavated material placed shall be free of rock greater than two (2) inches in any direction.

2. Backfill for valves, fittings, manholes, utility pull boxes and other utility structures shall be placed in accordance with applicable Specification Sections.

3. Place 4-inch layer of topsoil.

F. Pavement Section or within limits of service roads regardless of surface condition:

1. Above the pipe zone to below the flexible base material, deposit backfill material in 6-inch (loose) lifts, compact to minimum of 95 percent of maximum density per ASTM D698, while maintaining moisture within ± 2 percent of optimum; or deposit ASTM D2487

Class I or II material in 6-inch (loose) lifts, compact to 40 percent relative density according to ASTM D4254.

2. For valves, fittings, manholes, valve vaults or boxes in pavement sections, backfill with Class I or II material to bottom of proposed pavement. Backfill material shall be deposited in 6-inch (loose) lifts. Class I or II material must be compacted to 40 percent relative density according to ASTM D4254.

3.6 TESTING:

A. In accordance with Section 01400.

3.7 DISPOSAL OF EXCESS MATERIAL:

A. Remove waste and excess excavated material from the construction site before final inspection. Legally dispose of material:

1. At a licensed and approved site.

2. On adjacent private property with written and notarized permission from the property owner.

3. On Owner property with written and notarized permission from the Owner.

4. Excess excavated material: On on-site area designated for spoils pile as shown on Drawings. On-site with Owner and Engineer approval.

B. All cost associated with waste material removal and disposal shall be the responsibility of the Contractor.

END OF SECTION

SECTION 02670

HYDROSTATIC TESTING OF PIPELINES

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Field hydrostatic testing of newly installed water pipelines.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 PREPARATION

A. Water for testing will be provided by the City.

B. Test pipelines in lengths between valves, or plugs, of not more than 4,000 feet.

C. Conduct hydrostatic tests in presence of Engineer or RPR.

3.2 TEST PROCEDURES

A. Testing procedures shall be in accordance with applicable AWWA standards.

B. Furnish, install, and operate connections, pump, meter and gages necessary for hydrostatic testing. Lines shall be pressurized using a hydropump. Compressed air is not acceptable.

C. Allow pipeline to sit minimum of 24 hours from time it is filled until testing begins, to allow air pockets to be worked out of system.

D. For pipelines, expel air and apply minimum test pressure of:

1. The test pressure measured at the point of lowest pressure (highest elevation) shall not be less than 125% of the anticipated maximum working pressure.

2. The test pressure measured at the point of highest pressure (lowest elevation) shall not be less than 150% times the anticipated maximum working pressure.

E. Begin test by 9:00 a.m. unless otherwise approved by Engineer. Maintain test pressure for 2 hours. When large quantity of water is required to maintain pressure during test, discontinue testing until cause of water loss is identified and corrected.

F. Keep valves inside pressure reducing stations closed during hydrostatic pressure test.

3.3 ALLOWABLE LEAKAGE FOR WATERLINES

A. Leakage is defined as the quantity of water that must be supplied into the main in order to maintain the water pressure within 5 psi of the specified test pressure after the pipe has been filled with water and air expelled. No pipe installation will be acceptable if the leakage is greater than that determined by the following formulas:

For PVC or DIP pipe,

$$L = \frac{SD\sqrt{P}}{148{,}000}$$

where,

L	=	allowable leakage, in gallons per hour
S	=	length of pipe tested, in feet
D	=	nominal diameter of the pipe, in inches
P	=	average test pressure during the leakage test, in pounds per square inch

The above equation is based on a leakage rate of 10.5 gallons per day per mile per inch of nominal diameter of pipe.

B. When testing against closed metal seated valves, an additional leakage per closed valve of 0.0078 gal/hr/in of nominal valve size is allowed.

C. Leakage quantity shall be recorded in field.

D. Leakage less than the quantity specified by the above equation may be considered "allowable leakage" resulting from such factors as trapped air, take-up of restraints, and temperature variations during testing. However, observed leaks should be repaired regardless of leakage measurements through metering equipment.

E. No leakage will be allowed for sections of water lines consisting of welded joints.

3.4 CORRECTION FOR FAILED TESTS

A. Repair joints showing visible leaks on surface regardless of total leakage shown on test. Check valves and fittings to ensure that no leakage occurs that could affect or invalidate test. Remove cracked or defective pipes, fittings, and valves discovered during pressure test and replace with new items.

B. A swift loss of water pressure in the main could be the result of a break in the line, major valve opening, loose mechanical joint bolts, missing or dislodged gasket, or inadequate thrust block. A slow loss of pressure in excess of allowable limits could be the result of minor problems such as a leaking valve or a corporation stop not completely shut off. In addition, air entrapped in the line can result in an apparent leakage in excess of the allowable limit.

C. One approach for determining if the apparent leakage is the result of air entrapped in a line is to immediately repeat the leakage test (i.e., continue the test for another two hours) and determine the amount of make-up water required to fill the line a second time. If this amount is significantly less than the first filling, the difference in apparent leakage is probably the result of air being present in the line. If no significant difference in make-up water is recorded, a leak is probable.

D. Engineer may require failed lines to be disinfected after repair and prior to retesting. Pay for water required for additional disinfection and retesting.

E. Repeat test until satisfactory results are obtained.

F. During the test, when a leak cannot be isolated and line fails pressure test, visual inspection of work by Engineer for leakage during pressure test may be used to fulfill requirements of this section.

3.5 COMPLETION

A. Upon satisfactory completion of testing, remove risers remaining from disinfection and hydrostatic testing, and backfill excavation promptly.

END OF SECTION

SECTION 02723

PRECAST CONCRETE STRUCTURES

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Design and fabricate precast concrete static mixer / flow meter vaults with hatches / covers as shown on the drawings and specified herein.

B. Design and fabricate precast concrete wet well for waste transfer pump station as shown on the drawings and specified herein.

1.2 REFERENCES:

A. ASTM C33 - Concrete Aggregates.

B. ASTM C330 - Concrete Aggregates.

C. ASTM C150 - Portland Cement Concrete.

D. ASTM A36 - Structural Steel.

E. ASTM A615 - Specification for Deformed and Plain Billet Steel Bars for Concrete Reinforcement.

1.3 SUBMITTALS FOR REVIEW:

A. Section 01300 - Submittals: Procedures for submittals.

B. Submit shop drawings of structures with dimensions and sufficient information to verify conformance with specifications.

PART 2 PRODUCTS

2.1 VAULT MATERIALS:

A. All precast concrete vault sections shall be manufactured by a plant specifically designed for that purpose, such as New Basis Company - Precast Concrete Products, or approved equal.

B. All units shall be square, plumb, true, and conform to the design and dimensions shown on the rectangular, drawings. All work shall be done under strict plant controlled supervision.

C. Concrete:

1. Aggregate: All aggregates fine and coarse other than lightweight aggregate shall conform to ASTM C33. Lightweight aggregates fine and coarse shall conform to ASTM C330. Aggregates shall be free of deleterious substances causing reactivity with oxidized hydrogen sulfide. Both types of aggregate shall be graded in a manner so as to

produce a homogeneous concrete mix. All materials shall be accurately weighed at a central batching facility for mixing.

2. Cement: All cement shall be Portland Cement conforming to ASTM C150. Type I, Type III or Type V if specified. Cement content shall be sufficient to produce minimum compressive strength of 4,500 p.s.i., or other design strength if specified.

D. All reinforcing steel, including welded wire mesh, shall be of the size and in the location as shown on the plans. All reinforcing shall be sufficiently tied to withstand and displacement during the pouring operation. All bars shall be intermediate or hard grade billet steel conforming to ASTM A615 or A706 Grade 60. Welded wire mesh shall conform to ASTM A497 Grade 70. Bars other than ¼ inch round or smaller, shall be deformed in accordance with ASTM A305.

E. Other incidental hardware needed shall be as shown and as approved by the Engineer.

2.2 DESIGN LOADS:

A. Design loads shall consist of dead load, live load, impact, loads due to water table if present, and any other loads which may be imposed on the structure.

B. Live loads shall be for H-20 per AASHTO Standard Specifications for Highway Bridges with revisions. Design wheel load shall be 16 kips. The load case shall be that which produces the maximum shears and bending moments in the structure.

PART 3 EXECUTION

3.1 EXAMINATION:

A. Verify items provided by other sections of Work are properly sized and located.

B. Verify that built-in items are in proper location, and ready for roughing into Work.

3.2 PREPARATION:

A. Coordinate placement of inlet and outlet pipe required by other sections.

B. Using approved drawings to obtain dimensions, Contractor shall prepare the excavation for the correct elevation after the base material has been properly installed. The depth of the base and the material used shall meet the specified requirements for the type of soil at the setting location. The base material shall be properly compacted and level.

3.3 PLACING PRECAST CONCRETE VAULTS:

A. Install valve/flow meter vault level and plumb. Ensure vault is parallel to the lift station discharge piping.

B. If joint sealant is necessary, utilize sealant provided by vault manufacturer. Install in accordance with manufacturer's instructions.

C. Install vault drain line as depicted on the Drawings. Ensure floor of vault drains to the drain opening such that no water stands in the valve/flow meter vault.

D. Backfill material shall be free flowing, granular material, placed in lifts of approximately two (2) feet around the vault so as not to shift the structure.

E. Excavation and backfilling shall meet the requirements of Section 02225.

F. Access covers / hatches shall be per Section 02725.

3.4 PLACING PRECAST CONCRETE WET WELLS:

A. Install wet well level and plumb.

B. If joint sealant is necessary, utilize sealant provided by wet well manufacturer. Install in accordance with manufacturer's instructions.

C. Backfill material shall be free flowing, granular material, placed in lifts of approximately two (2) feet around the wet well foundation slab so as not to shift the structure.

D. Excavation and backfilling shall meet the requirements of Section 02225.

E. Access covers / hatches shall be per Section 02725.

END OF SECTION

SECTION 02725

ACCESS COVERS-HATCHES

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Standard access hatches for wet wells and valve vaults.

1.2 SUBMITTALS:

A. Provide the following information in accordance with Section 01300:

1. Manufacturer's catalog information.

2. Installation dimensional drawings indicating compliance with minimum open area dimensions and suitability for specific submersible pumps used in each wet well.

3. Installation dimensional drawings indicating compliance with minimum open area dimensions and suitability for use on each valve vault.

1.3 DELIVERY, STORAGE, AND HANDLING:

A. Storage: Store access hatches and appurtenances in accordance with the manufacturers written instructions. Protect from damage until final acceptance by Owner.

PART 2 PRODUCTS

2.1 MANUFACTURERS:

A. Hatches shall comply with minimum opening sizes depicted on Drawings.

B. Approved Hatch Manufacturers (in alphabetical order):

1. Bilco Company, New Haven, CT.
2. Halliday Products, Orlando, FL.
3. Engineer approved equal.

2.2 FEATURES:

A. Unit shall have lockable cover(s).

B. Unit shall have a door support ledge on a minimum of two (2) sides.

C. Door shall incorporate enclosed stainless steel compression spring assists allowing the door to close flush with the frame.

D. Door shall open to 90 degrees and automatically lock with a stainless steel hold-open arm with non-corrosive release handle.

E. Hatches shall be water-tight where indicated on the Plans.

F. Hatches shall be supplied with a safety net for fall protection. All OSHA requirements shall be met.

2.3 MATERIALS:

A. Frame - Minimum ¼--inch thick, one piece, mill finish, extruded aluminum, incorporating a continuous concrete anchor.

B. Door Panel - Minimum ¼-inch thick aluminum diamond plate.

C. Hinges and fastening hardware - stainless steel.

PART 3 EXECUTION

3.1 INSTALLATION:

A. Install access hatches as per manufacturer's instructions and as indicated on Drawings.

B. Ensure that the hatch and frame are adequately anchored to the wetwell top or the valve vault, as applicable, and that both the frame and door ledge are adequately supported.

C. Location of access hatch hinges and orientation of installation shall be such that hatch does not interfere with hoisting equipment operation or pump removal, when hatch is in the open position.

END OF SECTION

SECTION 05500

METAL FABRICATIONS

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Shop Fabrication of Ferrous Metal items, Prime Painted.

B. Aluminum Floor Grating and Frames.

C. Stair Nosings.

1.2 REFERENCES:

A. ASTM A36 - Structural Steel.

B. ASTM A283 - Carbon Steel Plats, Shapes, and Bars.

C. ASTM A307 - Carbon Steel Externally Threaded Standard Fasteners.

D. AWS A2.0 - Standard Welding Symbols.

E. AWS D1.1 - Structural Welding Code.

F. WWT 700/6 - Federal Specification.

1.3 SUBMITTALS:

A. Submit under provisions of Section 01300.

B. Shop drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size, and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.

C. Indicate welded connections using standard AWS A2.0 welding symbols.

1.4 FIELD MEASUREMENTS:

A. Verify that field measurements are as indicated on shop drawings.

1.5 SEQUENCING:

A. Inserts and Anchorage: Furnish inserts and anchoring devices which must be set in concrete for installation of miscellaneous metal work. Provide setting drawings, templates, instructions and directions for installation of anchorage devices. Coordinate delivery with other work to avoid delay.

PART 2 PRODUCTS

2.1 MATERIALS:

A. Steel Sections: ASTM A36.

B. Plates: ASTM A283.

C. Bolts, Nuts, and Washers: ASTM A325.

D. Welding Materials: AWS D1.1; Type required for materials being welded.

E. Shop and Touch-up Primer: SSPC 15, Type 1, red oxide.

2.2 FABRICATION:

A. Fit and shop-assemble in largest practical sections, for delivery to site.

B. Fabricate items with joints tightly fitted and secured.

C. Seal joined members by intermittent welds.

D. Grind exposed joints in flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.

E. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.

F. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.3 FINISHES:

A. Prepare surfaces to be primed in accordance with SSPC SPC2.

B. Do not prime surfaces in direct contact with concrete or where field welding is required.

C. Prime paint items with one coat. All exposed steel shall be painted according to specifications after being properly primed.

D. Coordinate prime coatings with specified finishes in Section 09800.

E. All carbon steel metal fabrications shall be hot-dipped galvanized after fabrication unless shown otherwise. The only exception being building roof trusses which shall be prime coated as specified.

2.4 FLOOR GRATINGS AND FRAMES:

A. Floor gratings shall be designed to support a live load of 250 pounds per square foot for the spans indicated with minimum depth of 1 inch for loadings and/or as shown on the plans and unless otherwise indicated shall conform to Federal Specification RR-G-661. Edges of gratings shall be banded with bars of the same size as bearing bars. Frames shall be provided with welded-on anchors. Floor gratings and frames shall be aluminum and located where indicated. No opening in the floor shall remain open. An aluminum plate and frame or aluminum grating and frame shall be supplied for all openings.

2.5 SAFTEY TREAD STAIR NOSING:

A. IKG Industries, Mebac Cast-in-Place-type or equal. Nosings shall be aluminum with bonded aluminum oxide grit surface. Surface shall exceed OSHA 0.50, coefficient of function standard when wet or coated with oil.

2.6 STEEL BOLLARDS:

A. Steel bollards shall be constructed as indicated of ASTM A53 Grade B or A501 galvanized steel pipe. Pipes shall be set into concrete footings as indicated.

2.7 LADDERS:

A. Fabricate ladders for the locations shown, with dimensions, spacing's, details, and anchorages as indicated. Comply with the requirements of ANSI A 14.3, except as otherwise indicated.

1. Unless otherwise shown, provide 1/2" x 2-1/2" continuous structural steel flat bar side rails with eased edges, spaced 18-inches apart.

2. Provide 3/4-inch diameter solid structural steel bar rungs, spaced 12-inches o.c.

B. Fit rungs in centerline of side rails, plug weld and grind smooth on outer rail faces.

C. Support each ladder at top and bottom and at intermediate points spaced not more than 5'-0" o.c. Use welded or bolted steel brackets, designed for adequate support and anchorage, and to hold the ladder clear of the wall surface with a minimum of 7 inches clearance for wall to centerline of rungs.

D. Provide non-slip surface on the top of each rung, either by coating the rung with aluminum oxide granules set in epoxy resign adhesive, or by using a type of manufactured rung which is filled with aluminum oxide grout.

PART 3 EXECUTION

3.1 EXAMINATION:

A. Verify that field connections are acceptable and are ready to receive work.

B. Beginning of installation means erector accepts existing conditions.

3.2 PREPARATION:

A. Clean and strip primed steel items to bare metal where site welding is required.

B. Supply items required to be cast into concrete or embedded in masonry with setting templates.

3.3 INSTALLATION:

A. Install items plumb and level, accurately fitted, free from distortion or defects.

B. Allow for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.

C. Obtain Engineer's approval prior to site cutting or making adjustments not scheduled.

END OF SECTION

SECTION 05501

ARCHITECTURAL METAL FABRICATIONS

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Rough hardware.

B. Loose steel lintels.

C. Miscellaneous framing and supports for the following:

1. Overhead doors.
2. Applications where framing and supports are not specified in other sections.
3. Steel framing and supports for countertops.
4. Steel framing and supports for mechanical and electrical equipment.

1.2 REFERENCES:

A. ASTM A36 - Structural Steel.

B. ASTM A123 - Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products.

C. ASTM A153 - Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products.

D. ASTM A307 - Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.

E. ASTM A325 - High Strength Bolts for Structural Steel Joints.

F. ASTM A500 – Cold - Formed Welded and Seamless Carbon Steel Structural Tubing in Round and Shapes.

G. AWS D1.1 - Structural Welding Code.

H. FS FF-B-561C - Bolts, Screw, Lag.

I. FS FF-B-575C - Bolts, Hexagon, Square.

J. FS FF-B-588C - Bolt, Toggle, and Expansion Sleeve, Screw.

K. FS FF-S-92B - Screw, Machine, Slotted, Cross-Recessed or Hexagon Head.

L. FS FF-S-111D - Screw, Wood.

M. FS FF-S-325 Int Amd 3 - Shield, Expansion; Nail, Expansion; and Nail, Drive Screw (Devices, Anchoring, Masonry).

N. FS FF-W-84A - Washers, Lock (Spring).

O. FS FF-W-92B - Washer, Flat (Plain).

P. FS TT-P-636D - Primer Coating, Alkyd, Red.

Q. FS TT-P-641G - Primer Coating, Zinc Dust - Zinc Oxide.

1.3 SUBMITTALS - Submit in accord with Section 01300:

A. Product Data: For the following:

1. Cast nosings and treads.
2. Expansion joint covers.

B. Shop Drawings:

1. Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories.

2. Include erection drawings, elevations, and details where applicable.

3. Indicate welded connections using standard AWS welding symbols. Indicate net weld lengths.

1.4 QUALITY ASSURANCE:

A. Fabricator Qualifications: A firm experienced in producing metal fabrications similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

B. Welding: Qualify procedures and personnel according to the following:

1. AWS D1.1, "Structural Welding Code--Steel."
2. AWS D1.3, "Structural Welding Code--Sheet Steel."
3. Certify that each welder has satisfactorily passed AWS qualification tests for welding processes involved and, if pertinent, has undergone recertification.

1.5 PROJECT CONDITIONS:

A. Field Measurements: Where metal fabrications are indicated to fit walls and other construction, verify dimensions by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating metal fabrications without field measurements. Coordinate construction to ensure that actual dimensions correspond to established dimensions. Allow for trimming and fitting.

1.6 COORDINATION:

A. Coordinate installation of anchorages for metal fabrications. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

PART 2 PRODUCTS

2.1 METALS, GENERAL:

A. Metal Surfaces, General: For metal fabrications exposed to view in the completed Work, provide materials with smooth, flat surfaces without blemishes. Do not use materials with exposed pitting, seam marks, roller marks, rolled trade names, or roughness.

2.2 MATERIALS:

A. Steel Sections: ASTM A36.

B. Steel Plates, Shapes, and Bars: ASTM A 36.

C. Steel Tubing: Cold-formed steel tubing complying with ASTM A 500.

D. Steel Pipe: ASTM A 53, standard weight (Schedule 40), unless another weight is indicated or required by structural loads.

E. Bolts, Nuts, and Washers: ASTM A325.

F. Welding Materials: AWS D1.1; type required for materials being welded.

G. Cast-in-Place Anchors in Concrete: Anchors of type indicated below, fabricated from corrosion-resistant materials capable of sustaining, without failure, the load imposed within a safety factor of 4, as determined by testing per ASTM E 488, conducted by a qualified independent testing agency.

1. Threaded or wedge type; galvanized ferrous castings, either ASTM A 47 malleable iron or ASTM A 27/A 27M cast steel. Provide bolts, washers, and shims as needed, hot-dip galvanized per ASTM A 153/A 153M.

H. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

2.3 FASTENERS

A. General: Provide Type 304 or 316 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633, Class Fe/Zn 5, where built into exterior walls. Select fasteners for type, grade, and class required.

B. Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A; with hex nuts, ASTM A 563; and, where indicated, flat washers.

1. Anchor Bolts: ASTM F 1554, Grade 36.
2. Machine Screws: ASME B18.6.3.
3. Lag Bolts: ASME B18.2.1.
4. Wood Screws: Flat head, carbon steel, ASME B18.6.1.
5. Plain Washers: Round, carbon steel, ASME B18.22.1.
6. Lock Washers: Helical, spring type, carbon steel, ASME B18.21.1.

C. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry and equal to four times the load imposed when installed in concrete, as determined by testing per ASTM E 488, conducted by a qualified independent testing agency.

1. Material: Carbon-steel components zinc-plated to comply with ASTM B 633, Class Fe/Zn 5.

2. Material: Alloy Group 1 or 2 stainless-steel bolts complying with ASTM F 593 and nuts complying with ASTM F 594.

3. Toggle Bolts: FS FF-B-588, tumble-wing type, class and style as needed.

2.4 LOOSE STEEL LINTELS:

A. Fabricate loose structural-steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated.

1. Provide lintels, including required hangers or bracing, for openings over 16 inches wide not specifically noted on Drawings or Schedule. Coordinate lintel requirements with Drawings and Details.

2. Weld adjoining members together to form a single unit where indicated.

3. Size loose lintels to provide bearing length at each side of openings equal to one-twelfth of clear span, but not less than 8 inches, unless otherwise indicated.

4. Galvanize loose steel lintels located in exterior walls.

2.5 GROUT:

A. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.

2.6 PAINT:

A. Shop Primer for Ferrous Metal: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with performance requirements in FS TT-P-664; selected for good resistance to normal atmospheric corrosion, compatibility with finish paint systems.

B. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds in steel, complying with SSPC-Paint 20.

C. Bituminous Paint: Cold-applied asphalt mastic complying with SSPC-Paint 12, except containing no asbestos fibers, or cold-applied asphalt emulsion complying with ASTM D 1187.

2.7 MISCELLANEOUS FRAMING AND SUPPORTS:

A. General: Provide steel framing and supports that are not a part of structural-steel framework as necessary to complete the Work.

B. Fabricate units from structural-steel shapes, plates, and bars of welded construction, unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction retained by framing and supports. Cut, drill, and tap units to receive hardware, hangers, and similar items.

1. Fabricate units from slotted channel framing where indicated.

2. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors 1-1/4 inches wide by 1/4 inch thick by 8 inches long at 24 inches o.c., unless otherwise indicated.

3. Furnish inserts if units must be installed after concrete is placed.

C. Galvanize miscellaneous framing and supports where indicated.

2.8 MISCELLANEOUS STEEL TRIM

A. Unless otherwise indicated, fabricate units from structural-steel shapes, plates, and bars of profiles shown with continuously welded joints, and smooth exposed edges. Miter corners and use concealed field splices where possible.

1. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with other work. Provide anchors, welded to trim, for embedding in concrete or masonry construction, spaced not more than 6 inches from each end, 6 inches from corners, and 24 inches o.c., unless otherwise indicated.

2. Galvanize miscellaneous steel trim in the following locations:

a. Exterior.
b. Interior, where indicated.

2.9 FINISHES, GENERAL:

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

1. Finish metal fabrications after assembly.

2.10 STEEL AND IRON FINISHES:

A. Galvanizing: Hot-dip galvanize items as indicated to comply with applicable standard listed below:

1. ASTM A 123, for galvanizing steel and iron products.
2. ASTM A 153, for galvanizing steel and iron hardware.

B. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with minimum requirements indicated below for SSPC surface-preparation specifications and environmental exposure conditions of installed metal fabrications:

1. Exteriors (SSPC Zone 1B): SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
2. Interiors (SSPC Zone 1A): SSPC-SP 3, "Power Tool Cleaning."

C. Apply shop primer to uncoated surfaces of metal fabrications, except those with galvanized finishes and those to be embedded in concrete, sprayed-on fireproofing, or masonry, unless otherwise indicated. Comply with SSPC-PA 1, "Paint Application Specification No. 1," for shop painting.

1. Stripe paint corners, crevices, bolts, welds, and sharp edges.

2.11 FABRICATION, GENERAL:

A. Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

B. Shear and punch metals cleanly and accurately. Remove burrs.

C. Ease exposed edges to a radius of approximately 1/32 inch, unless otherwise indicated. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

D. Weld corners and seams continuously to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.

2. Obtain fusion without undercut or overlap.

3. Remove welding flux immediately.

4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

E. Provide for anchorage of type indicated; coordinate with supporting structure. Fabricate and space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

F. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.

G. Fabricate joints that will be exposed to weather in a manner to exclude water, or provide weep holes where water may accumulate.

H. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges.

I. Remove sharp or rough areas on exposed traffic surfaces.

J. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners where possible. Use exposed fasteners of type indicated or, if not indicated, Phillips flat-head (countersunk) screws or bolts. Locate joints where least conspicuous.

PART 3 EXECUTION

3.1 INSTALLATION, GENERAL:

A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing metal fabrications to in-place construction. Include threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, lag bolts, wood screws, and other connectors.

B. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

C. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

D. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

E. Field Welding: Comply with the following requirements:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.

2. Obtain fusion without undercut or overlap.

3. Remove welding flux immediately.

4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

F. Corrosion Protection: Coat concealed surfaces of aluminum that will come into contact with grout, concrete, masonry, wood, or dissimilar metals with a heavy coat of bituminous paint.

3.2 SETTING BEARING AND LEVELING PLATES:

A. Clean concrete and masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of plates.

B. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with grout.

1. Use non-shrink grout, either metallic or nonmetallic, in concealed locations where not exposed to moisture; use non-shrink, nonmetallic grout in exposed locations, unless otherwise indicated.

2. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

3.3 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS:

A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings, if any.

B. Anchor supports for operable partitions securely to and rigidly brace from building structure.

C. Support steel girders on solid grouted masonry, concrete, or steel pipe columns. Secure girders with anchor bolts embedded in grouted masonry or concrete or with bolts through top plates of pipe columns.

1. Where grout space under bearing plates is indicated at girders supported on concrete or masonry, install as specified above for setting and grouting bearing and leveling plates.

D. Install pipe columns on concrete footings with grouted baseplates. Position and grout column baseplates as specified above for setting and grouting bearing and leveling plates. Do not grout baseplates of columns supporting steel girders until girders are installed and leveled.

END OF SECTION

SECTION 07900

CAULKING AND SEALANTS

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Preparing Sealant Substrate Surfaces.

B. Sealant and Backing.

1.2 REFERENCES:

A. ANSI/ASTM D1056 - Flexible Cellular Materials-Sponge or Expanded Rubber.

B. ANSI/ASTM D1565 - Flexible Cellular Materials-Vinyl Chloride Polymers and Copolymers (Open-Cell Foam).

C. ASTM C790 - Use of Latex Sealing Compounds.

D. ASTM C804 - Use of Solvent-Release Type Sealants.

E. ASTM C834 - Latex Sealing Compounds.

F. FF TT-C-00598 - Caulking Compound, Oil, and Resin Base Type.

G. FS TT-S-001657 - Sealing Compound, Singled Compound, Butyl Rubber Based, Solvent Release Type.

H. FS TT-S-00230 - Sealing Compound: Elastomeric Type, Single Component.

I. FS TT-S-001543 - Sealing Compound: Silicone Rubber Base.

1.3 SUBMITTALS:

A. Submit product data under provisions of Section 01300.

B. Submit product data indicating sealant chemicals characteristics, performance criteria, limitations, and color availability.

1.4 QUALITY ASSURANCE:

A. Manufacturer: Company specializing in manufacturing the product specified in this Section with minimum three years documented experience.

B. Applicator: Company specializing in applying the work of this Section with minimum three years documented experience.

1.5 ENVIRONMENTAL REQUIREMENTS:

A. Do not install solvent curing sealants in enclosed building spaces.

B. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

A. Pecora Chemical Corporation.

B. Sonneborn Building Product.

C. W.R. Grace and Company.

D. General Electric Company.

E. Product Research and Chemical Company.

F. Goal Chemical.

2.2 MATERIALS:

A. Polysulfide (Type 1):

1. Two-part conforming to FS TT-S-0022, Class A, Type 1 (Self-leveling) or Type 2 (nonsag) as recommended by manufacturer for application.

2. Color: As selected by Engineer.

3. Acceptable products:

a. Synthacalk GC-5, Pecora Corp.
b. 350, PRC.
c. Sonolastic, Sonneborn-Contech, Inc.

B. Modified Polyurethane (Type 2):

1. Two or three-part conforming to FS TT-S-000227E Class A, Type 11.

2. Color: As selected by Engineer.

3. Acceptable Products:

a. Dynatrol 11, Pecora.
b. NP2, Sonneborn-Contech, Inc.
c. Dymeric, Tremco.

C. Polyurethane (Type 3):

1. One-part conforming to FS TT-S-00230C Class A, Type 11.
2. Color: As selected by Engineer.
3. Acceptable Products:

a. No. 6000, PRC.
b. NPI, Sonneborn-Contech, Inc.
c. Dymonic, Tremco.

D. Silicon (Type 4):

1. One part rubber based silicone conforming to FS TT-S-001543, Class A, Type 1.

2. Color: Custom color as selected by Engineer.

3. Acceptable Products:

a. 790 Building Sealant, Dow Corning.
b. Silproof, General Electric.
c. Proglaze, Tremco.

E. Nondrying, Nonskinning (Type 5):

1. One-part sealing compound.
2. Acceptable Products:

a. GC-55, Noncuring, Goal Chemical.
b. BR-96, Pecora.
c. Curtain Wall Sealant, Tremco.

2.3 ACCESSORIES:

A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.

B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.

C. Joint Backing: ANSI/ASTM D1056; D1565; round closed cell polyethylene or polyurethane foam rod; oversized 30 to 50 percent larger than joint width.

D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

E. Sealant Type:

1. Compressible adhesive-cohesive tape of cross linked butyl polyisobutylene rubber that accommodates variations and movement, sized as necessary to allow for joint movement of ± 25 percent.

2. Acceptable Product: PTI 606, Protective Treatments, Inc., or approved equivalent.

PART 3 EXECUTION

3.1 EXAMINATION:

A. Verify that surfaces and joint openings are ready to receive work.

3.2 PREPARATION:

A. Clean and prime joints in accordance with manufacturer's instructions.

B. Remove loose materials and foreign matter which might impair adhesion of sealant.

C. Verify that joint backing and release tape are compatible with sealant.

D. Perform preparation in accordance with ASTM C804 for solvent release and C790 for latex base sealants.

E. Protect elements surrounding the work of this Section from damage or disfiguration.

3.3 INSTALLATION:

A. Install sealant in accordance with manufacturer's instructions.

B. Measure joint dimensions and size materials to achieve required width/depth ratios.

C. Install joint backing to achieve a neck dimension no greater than 1/3 the joint width.

D. Install bond breaker where joint backing is not used.

E. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.

F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.

G. Tool joints concave.

3.4 CLEANING AND REPAIRING:

A. Clean work under provisions of Section 01700.

B. Clean adjacent soiled surfaces.

C. Repair or replace defaced or disfigured finishes caused by work of this Section.

3.5 PROTECTION OF FINISHED WORK:

A. Protect finished installation under provisions of Section 01500.

B. Protect sealants until cured.

3.6 SCHEDULE:

A. Interior and Exterior Joints subject to movement but not including Traffic: Type 1, 2, 3, or 4 at Contractor's option and as recommended by manufacturer for joint condition and sealant color.

B. Unexposed Window Joints: Type 5.

END OF SECTION

PACKET 8.402 May 13, 2025

SECTION 09800

PAINTING

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. The work of this section includes the coating of all interior and exterior surfaces specified herein.

1.2 REFERENCES:

A. ASTM D16 – Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.

B. ASTM D2200 – Standard Practice for Use of Pictorial Surface Preparation Standards and Guides for Painted Steel Surfaces.

C. ASTM D4417 – Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel.

D. ASTM D4263 – Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.

E. ASTM F1869 – Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.

F. ASTM F2170 – Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes.

G. ICRI – International Concrete Repair Institute.

H. NACE (National Association of Corrosion Engineers) – Industrial Maintenance Painting.

I. NACE SP0287 – Field Measurement of Surface Profile of Abrasive Blast-Cleaned Steel Surfaces using a Replica Tape.

J. NACE SP0178 – Design, Fabrication, and Surface Finishes for Tanks and Vessels to be Lined for Immersion Service.

K. NACE SP0188 – Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates.

L. NAPF – National Association of Pipe Fabricators.

M. NPCA (National Paint and Coating Association) – Guide to U.S. Government Paint Specifications.

N. SSPC (Society for Protective Coatings) – Steel Structures Painting Manual.

O. SSPC-Guide 15 – Field Methods for Retrieval and Analysis of Soluble Salts on Steel and Other Nonporous Substrates.

P. SSPC-VIS 1 – Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning.

Q. SPC-PA1 – Shop, Field and Maintenance Painting of Steel.

R. SSPC-PA 2 – Measurement of Dry Film Thickness with Magnetic Gages.

S. Paint Manufacturer's printed instructions.

T. TCEQ (Texas Commission on Environmental Quality), Title 30 of the Texas Administrative Code (TAC) for pipe color coding.

1. Chapter 290 (Public Drinking Water), Subchapter D (Rules and Regulations for Public Water Systems) – Figure 30 TAC 290.42(d)(13)(A).

2. Chapter 217 (Design Criteria for Domestic Wastewater Systems), Subchapter M (Safety) – 217.329(e).

1.3 DEFINITIONS:

A. DFT – Dry film thickness.

B. mil(s) – a unit of measure equal to a thousandth of an inch (0.0254) mm.

C. VOC(s) – volatile organic compound(s).

1.4 INTERPRETATION:

A. The Engineer's decision shall be final in the interpretation and/or conflict between any of the referenced Specifications and Standards contained herein.

1.5 SUBMITTALS:

A. Information to be provided:

1. Painting schedule for the entire project in accordance with the coating requirements noted on the Drawings. Schedule shall be organized and clear in a manner that is consistent with the organization of the Drawings. Schedule shall include each coating system(s) used for each component/area of the project.

2. After submittal/approval of the painting schedule, provide a list of materials to be used under this Section. Submit the list before the materials are delivered to the job site. Cross reference the list to the coating systems identified. Furnish with the list, the coating Manufacturer's standard product data and color chart for each material to be used.

B. Manufacturer's color charts shall be submitted to the Engineer at least 30 days or prior to paint application. Coordinate work so as to allow sufficient time for paint to be delivered to the job site.

1.6 QUALITY ASSURANCE:

A. General: Use quality assurance procedures and practices to monitor all phases of surface preparation, application, and inspection throughout the duration of the project. Procedures or practices not specifically defined herein may be utilized provided they meet recognized and accepted professional standards.

B. Surface Preparation: Surface preparation will be based upon comparison with: SSPC-VIS 1, ASTM D2200, ASTM D4417 Method A and/or Method C, or NACE Standard SP0287. In all cases the written standard shall take precedence over the visual standard. In addition, NACE Standard SP0178, along with the Visual Comparator, shall be used to verify the surface preparation of welds.

C. Application: No coating shall be applied: When the surrounding air temperature or the temperature of the surface to be coated or painted is below the minimum surface temperature for the products specified herein; or in rain; snow, fog, or mist; when the temperature is less than 5°F above the dew point; when the air temperature is expected to drop below 35°F within six hours after application of coating. Dew point shall be measured by use of an instrument such as a Sling Psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychometric Tables. If the above conditions are forecast, coating or painting shall be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions.

D. Thickness: Thickness of coatings and paint shall be measured and checked according to the procedures outlined in SSPC-PA 2 with particular attention to section(s) 4.0, 7.8, 7.9, 7.11, 7.13, and 7.14, with a non-destructive, magnetic-type thickness gage that has been calibrated according to the procedures outlined in SSPC-PA 2 with particular attention to section(s) 3.0, 7.4, 7.5, and 7.15. Pass/fail criteria shall require that ninety (90) percent of the spot measurements (average of 3 gage readings within a 1.5-inch diameter area) be at or above the minimum specified dry film thickness. Of the remaining ten (10) percent of the spot measurements (average of 3 gage readings within a 1.5-inch diameter area) that are below the minimum specified dry film thickness, they shall be no less than ninety (90) percent of the minimum specified dry film thickness. Areas that fail to meet these criteria shall be corrected at no expense to the Owner. Use of an instrument such as a Tooke Gauge, precision groove grinder, etc. is permitted if a destructive test is deemed necessary by the Engineer and the total DFT is less than 50 mils.

E. Holiday (Pinhole) Testing: The integrity of interior coated surfaces shall be tested for holidays in accordance with NACE Standard SP0188. For dry films less than 20 mils, a non-destructive holiday detector shall not exceed 67.5 volts, nor shall destructive holiday detector exceed the voltage recommended by the Manufacturer of the coating system. A solution of 1-ounce, non-sudsing type wetting agent, such as Kodak Photo-Flo, and 1-gallon of tap water shall be used to perform the holiday testing. For coating thickness at 20 mils and greater, a high voltage Tinker & Rasor AP/W holiday tester shall

be used. Contact coating Manufacturer for voltage recommendations and curing parameters. All pinholes and/or holidays shall be marked and repaired in accordance with the Manufacturer's printed recommendations and retested. No pinholes or other irregularities will be permitted in the final coating.

F. Inspection: Inspection shall consist of 'hold point' inspections. The Engineer or its representative shall inspect the surface prior to abrasive blasting, after abrasive blasting but prior to application of coating materials, and between subsequent coats of material. Final inspection shall take place after all coatings are applied, but prior to placing the equipment, piping, tank, etc. in service. Contractor shall insure that sufficient rigging is in place so that the Engineer or Engineer's representative shall be able to conduct the required inspections.

G. Inspection Devices: The Contractor shall furnish, until final acceptance of coating and painting, inspection devices in good working condition for detection of holidays and measurement of DFT of coating. The Contractor shall also furnish U.S. Department of Commerce; National Bureau of Standards certified thickness calibration plates to test accuracy of DFT gages and certified instrumentation to test accuracy of holiday detector. Dry film thickness gages and holiday detectors shall be made available for the Engineer's use at all times until final acceptance of application. Holiday detection devices shall be operated in the presence of the Engineer.

H. Warranty Inspection: Warranty inspection shall be conducted during the eleventh month following completion of all coating and painting work. All defective work shall be repaired in accordance with this specification and to the satisfaction of the Engineer/Owner.

1.7 QUALIFICATIONS:

A. The Contractor shall have three years practical experience and successful history in the application of specified products to surfaces in water treatment, wastewater treatment, or industrial facilities. The Contractor shall be a knowledgeable and experienced professional, fully aware of the methods and regulatory requirements of coating removal and application. The Contractor shall substantiate this requirement by furnishing a list of references and job completions.

1.8 SAFETY AND HEALTH REQUIREMENTS:

A. General: The Contractor shall perform all work in accordance with applicable local, state, and federal laws and regulations, and material Manufacturer's instructions and recommendations pertaining to the methods, materials, or activities in the work. Some of these regulations are included in the following groups:

Occupational Safety and Health Act and derived regulations.

Clean Air Act and derived regulations, both federal and state.

The items listed below in the rest of this Paragraph are intended to call the Contractor's attention to some of the frequently necessary compliance activities. The Contractor is solely responsible for compliance with applicable regulations including, but not limited to, the areas identified in this Specification. The Contractor shall provide and require the use of personal protective equipment for persons working on or about the project.

B. Head and Face Protection and Respiratory Devices: Equipment shall include protective helmets which shall be worn by all persons while in the vicinity of the work. In addition, workers engaged in or near the work during sandblasting shall wear appropriate eye and face protection devices and air purifying, half mask or mouthpiece respirators with appropriate filters.

C. Ventilation: Where ventilation is used to control hazardous exposure, all equipment shall be explosion-proof. Ventilation shall reduce the concentration of air contaminants to the degree a hazard does not exist. Air circulation and exhausting of solvent vapors shall be continued until coatings have fully cured.

D. Sound Levels: Whenever the occupational noise exposure exceeds maximum allowable sound levels, the Contractor shall provide and require the use of approved ear protective devices.

E. Illumination: Adequate illumination shall be provided while work is in progress, including explosion-proof lights and electrical equipment. Whenever required by the Engineer, the Contractor shall provide additional illumination and necessary supports to cover all areas to be inspected. The level of illumination for inspection purposes shall be determined by the Engineer.

F. Temporary Ladders and Scaffolding: All temporary ladders and scaffolding shall conform to applicable safety requirements. They shall be erected where requested by the Engineer to facilitate inspection and be moved by the Contractor to locations requested by the Engineer.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

A. Materials specified are those that have been evaluated for the specific service. Products are listed to establish a standard of quality. Equivalent materials of other Manufacturers may be substituted on written approval of the Engineer in accordance with Section 01600 – Material and Equipment.

Requests for substitution shall include Manufacturer's literature for each product giving name, product number, and generic type, descriptive information, solids by volume, recommended DFT and certified laboratory test reports showing results to equal the performance criteria of the products specified herein. In addition, a list of five projects shall be submitted in which each product has been used and rendered satisfactory service. The listed projects shall be in the State of Texas, Oklahoma, Louisiana, or Arkansas.

2.2 DELIVERY AND STORAGE:

A. All materials shall be brought to jobsite in original sealed containers. They shall not be used until the Engineer has inspected contents and obtained data from information on containers or label. Materials exceeding storage life recommended by the Manufacturer shall be rejected.

B. All coatings and paints shall be stored in enclosed structures to protect them from weather and excessive heat or cold. Flammable coatings or paint must be stored to conform with City, County, State, and Federal safety codes for flammable coating or paint materials. At all times coatings and paints shall be protected from freezing.

2.3 MATERIALS:

The number of coats called for in this schedule shall be considered minimum. If additional coats are required for complete coverage and uniform appearance, they shall be applied. Colors will be selected by the Owner. The system numbering may not be sequential or inclusive of all numbers from the first to last system or schedule numbers. Color coding of piping to be as noted in Section 3.5, Paragraph B.

SYSTEM NO. 1

TYPE OF SURFACE: Exterior exposed ferrous metals including handrails and walkways.

TYPE OF STRUCTURE: Structural steel, handrails, walkways, stairways, tops of digester covers, bridges, etc.

EXPOSURE CONDITION: Interior and exterior.

SURFACE PREPARATION: SSPC-SP6/NACE 3 Commercial Blast Cleaning. A 1.5 to 2.0 mil angular anchor profile as per ASTM D4417, Method C or NACE Standard SP0287. All surfaces to be clean and dry. All surfaces should be clean, dry, free of oil, rust, loose and scaling paint, and foreign material.

PAINTING SYSTEM:

First Coat:	
Tnemec Series N69 Hi-Build Epoxoline II	5.0–7.0 mils DFT
Second Coat:	
Tnemec Series 1094 Endura-Shield (Gloss)	2.0–3.0 mils DFT
Alternate Second Coat:	
Tnemec Series 1095 Endura-Shield (Semi-Gloss)	2.0–3.0 mils DFT
Total Thickness =	7.0–10.0 mils DFT min.

SYSTEM NO. 2

TYPE OF SURFACE: Ferrous metals.

TYPE OF STRUCTURE: Severe moisture and chemical contact and fumes such as: chemical tanks, feeders, rotary drums, vacuum filters, valves, conveyors, pipes, slurry tanks, and lime and ferric sulfate or chloride tanks, interior and exterior.

EXPOSURE CONDITION: Non-submerged; inside or outside.

SURFACE PREPARATION: Surface shall be sandblasted to a SSPC-SP6/NACE 3 Commercial Blast Cleaning. Anchor profile shall be angular with a 1.5 to 2.0 mil profile as per ASTM D4417, Method C or NACE Standard SP0287. All surfaces to be clean and dry.

PAINTING SYSTEM:

First Coat:	
Tnemec Series N69 Hi-Build Epoxloline II	4.0–6.0 mils DFT
Second Coat:	
Tnemec Series N69 Hi-Build Epoxloline II	5.0–7.0 mils DFT
Third Coat (Interior):	
Tnemec Series N69 Hi-Build Epoxoline II	5.0–7.0 mils DFT
Third Coat (Exterior):	
Tnemec Series 1095 (Semi-Gloss)	2.0–3.0 mils
Total Thickness (Interior) =	14.0–20.0 mils DFT min.
Total Thickness (Exterior) =	11.0–16.0 mils DFT min.

SYSTEM NO. 3

TYPE OF SURFACE: Ductile iron.

TYPE OF STRUCTURE: Piping, fittings and valves, and miscellaneous ductile iron.

EXPOSURE CONDITION: Non-submerged.

SURFACE PREPARATION: Clean all surfaces as per NAPF 500-03-01 Solvent Cleaning to remove all oil, grease, factory applied tars and/or bitumastic coatings and all other soluble contaminants. Prepare ductile iron pipe as per NAPF 500-03-04 Abrasive Blast Cleaning for Ductile Iron pipe, providing a minimum 1.5 mil angular anchor profile. Prepare ductile iron valves and fittings as per NAPF 500-03-05 Abrasive Blast Cleaning for Cast Ductile Iron Fittings. If existing ductile iron is factory coated with Tnemec Series N140, follow the recoat window listed on the current product data sheet.

PAINTING SYSTEM:

First Coat:	
Tnemec Series 133 Pro-Tuff Mastic	4.0–6.0 mils DFT
Second Coat:	
Tnemec Series 1094 Endura-Shield (Gloss)	2.0–3.0 mils DFT

Alternate Second Coat:
Tnemec Series 1095 Endura-Shield (Semi-Gloss) 2.0–3.0 mils DFT

Total Thickness = 6.5–9.5 mils DFT min.

SYSTEM NO. 4

TYPE OF SURFACE: Factory-primed metal.

TYPE OF STRUCTURE: Piping, fittings and valves, and miscellaneous metal structures.

EXPOSURE CONDITION: Non-submerged.

SURFACE PREPARATION: All surfaces shall be dry, clean, and free of all contaminants. Clean all surfaces as per SSPC-SP2 or SSPC-SP3 Hand or Power Tool Cleaning. Apply a test patch when necessary to ensure compatibility.

PAINTING SYSTEM:

First Coat:
Tnemec Series 133 Pro-Tuff Mastic 4.0–6.0 mils DFT

Second Coat:
Tnemec Series 1094 Endura-Shield (Gloss) 2.0–3.0 mils DFT

Alternate Second Coat:
Tnemec Series 1095 Endura-Shield (Semi-Gloss) 2.0–3.0 mils DFT

Total Thickness = 6.0–9.0 mils DFT min.

SYSTEM NO. 5

TYPE OF LIQUID HANDLED: Potable water.

TYPE OF SURFACE: Steel.

TYPE OF STRUCTURE: Filter bed agitators, gates, flumes, weirs, pipes, baffles, paddles, pumps, flights, and troughs.

EXPOSURE CONDITION: Submerged or intermittently submerged.

SURFACE PREPARATION: SSPC-SP10/NACE 2 Near White Metal Blast Cleaning. A 2.0 mil minimum anchor profile is required. Final colors shall be selected by the Owner.

PAINTING SYSTEM:

First Coat:
Tnemec Series 94-H_20 Hydro-Zinc 2.5–3.5 mils DFT

Second Coat:
Tnemec Series 21-1255 Beige Epoxoline 5.0–6.0 mils DFT

Third Coat:
Tnemec Series 21-Epoxoline 5.0–6.0 mils DFT

Total Thickness = 12.5–15.5 mils DFT min.

SYSTEM NO. 6

TYPE OF SURFACE: Exterior concrete.

TYPE OF STRUCTURE: Exterior building structures.

EXPOSURE CONDITION: Non-submerged.

SURFACE PREPARATION: All surfaces must be clean and in sound condition. Previously painted surfaces are to be prepared by 3,500 psi power wash with a zero-degree spinner tip and a minimum flow rate of 3.5 gallons per minute. All loose paint, chalk, and contaminants are to be completely removed. New concrete is to be cured a minimum of 14 days and be free of all form oils, release agents, and other contaminants. Contractor will perform all surface preparation necessary to achieve a clean, dry surface prior to application of materials.

PAINTING SYSTEM:

Prime Coat:
Tnemec Series 151-1051 Elasto-Grip FC 0.7–1.5 mils DFT

First Coat:
Tnemec Series 156 Enviro-Crete 6.0–8.0 mils DFT

Second Coat:
Tnemec Series 156 Enviro-Crete 6.0–8.0 mils DFT

Total Thickness = 12.7–17.5 mils DFT min.

SYSTEM NO. 7

TYPE OF SURFACE: Interior concrete.

TYPE OF STRUCTURE: Interior of building walls and ceilings, walls, and ceilings in pipe galleries, pump galleries, pump and blower rooms, chlorine rooms, and control rooms.

EXPOSURE CONDITION: Non-submerged.

SURFACE PREPARATION: All surfaces must be clean and in sound condition. Previously painted surfaces are to be prepared by 3,500 psi power wash with a zero-degree spinner tip and a minimum flow rate of 3.5 gallons per minute, or equivalent. All loose paint, chalk, and contaminants are to be completely removed. New concrete is to be cured a minimum of 14 days and be free of all form oils, release agents, and other contaminants. Contractor will perform all surface preparation necessary to achieve a clean, dry surface prior to application of materials.

PAINTING SYSTEM:

Adhesion Promoter:	
Tnemec Series 151-1051 Elasto-Grip FC	0.7–1.5 mils DFT
First Coat:	
Tnemec Series N69 Hi-Build Epoxoline II	4.0–6.0 mils DFT
Second Coat:	
Tnemec Series N69 Hi-Build Epoxoline II	4.0–6.0 mils DFT
Total Thickness =	8.7–13.5 mils DFT min.

SYSTEM NO. 8

TYPE OF LIQUID HANDLED: Potable water.

TYPE OF SURFACE: Concrete.

TYPE OF STRUCTURE: Rapid mix chambers, coagulation basin, flocculation and sedimentation basins, filter beds, troughs, flumes, channels, conduits, and clear wells.

EXPOSURE CONDITION: Submerged.

SURFACE PREPARATION: SSPC-SP13/NACE 6 Brush-off Blast Cleaning. An angular surface profile equivalent to ICRI CSP 3 Moderate Service is required. Concrete should be completely cured and free of all form release compounds, laitance, loose particles, and be completely dry. Previously coated surfaces must be cleaned of all paint, rust, grease, and dirt. Pits, bugholes, or unconsolidated areas are to be repaired with Series 218 Surfacing Epoxy.

PAINTING SYSTEM:

First Coat:	
Tnemec Series 21-1255 Epoxoline	4.0–6.0 mils DFT
Second Coat:	
Tnemec Series 22-WH11 Off White Epoxoline	20.0–25.0 mils DFT
Total Thickness =	24.0–31.0 mils DFT min.

SYSTEM NO. 11

TYPE OF SURFACE: Galvanized or non-ferrous metal.

TYPE OF STRUCTURE: Throughout plant.

EXPOSURE CONDITION: Atmospheric.

SURFACE PREPARATION: Visible deposits of oil, grease, or other contaminants shall be removed as required by SSPC-SP1. Sweep (Abrasive) Blasting per SSPC-SP16 to achieve a uniform anchor profile (1.0 to 2.0 mils). Galvanized surfaces must be clean, dry, and contaminant free prior to application of coatings.

PAINTING SYSTEM:

First Coat:	
Tnemec Series N69 Hi-Build Epoxoline II	3.0–5.0 mils DFT
Second Coat:	
Tnemec Series 1094 Endura-Shield (Gloss)	2.0–3.0 mils DFT
Total Thickness =	5.0–8.0 mils DFT min.

PART 3 EXECUTION

3.1 GENERAL:

A. All surface preparation, coating and painting shall conform to applicable standards of the Society for Protective and the Manufacturer's printed instructions. Material applied to the surface prior to the approval of the Engineer shall be removed and re-applied to the satisfaction of the Engineer at the expense of the Contractor.

B. All work shall be performed by skilled craftsmen qualified to perform the required work in a manner comparable with the best standards of practice. Continuity of personnel shall be coordinated with the Engineer.

C. The Contractor shall provide a supervisor at the work site during cleaning and application operations. The supervisor shall have the authority to sign change orders, coordinate work and make decisions pertaining to the fulfillment of the contract.

D. Dust, dirt, oil, grease, or any foreign matter that will affect the adhesion or durability of the finish must be removed by washing with clean rags dipped in an approved cleaning solvent and wiped dry with clean rags.

E. Coating and painting system include surface preparation, prime coating, and finish coatings. Unless otherwise approved by the Engineer, prime coating shall be field applied. Where prime coatings are shop applied, the Contractor shall instruct suppliers to provide the prime coat compatible with the finish coat specified. Any off-site work which does not conform to this specification or that is damaged during transportation, construction or installation shall be thoroughly cleaned and touched-up in the field as directed by the Engineer. The Contractor shall use repair procedures which insure the complete protection of all adjacent primer. The specified repair method and equipment may include wire brushing, hand or power tool cleaning, or dry-air blast cleaning. In order to prevent injury to surrounding painted areas, blast cleaning may require use of lower air pressure, smaller nozzle and abrasive particle sizes, or shorter blast nozzle distance from surface shielding and masking. If damage is too extensive or uneconomical to touch-up, then the item shall be re-cleaned and coated as directed by the Engineer.

F. The Contractor's coating and painting equipment shall be designed for application of materials specified and shall be maintained in first class working condition. Compressors shall have suitable traps and filters to remove water and oils from the air.

G. Application of the first coat shall follow immediately after surface preparation and cleaning and before rust bloom occurs. Any cleaned areas not receiving the first coat within this period shall be re-cleaned prior to application of the first coat.

H. Prior to assembly, all surfaces made inaccessible after assembly shall be prepared as specified herein and shall receive the coating or paint system specified.

3.2 SURFACE PREPARATION:

A. The latest revision of the following surface preparation specifications of the Society for Protective Coatings shall form a part of this Specification:

1. Solvent Cleaning (SSPC-SP1/NAPF 500-03-01): Removal of oil, grease, soil, and other contaminants by use of solvents, emulsions, cleaning compounds, steam cleaning or similar materials and methods which involve a solvent or cleaning action.

2. Hand Tool Cleaning (SSPC-SP2): Removal of loose rust, loose mil scale and other detrimental foreign matter to degree specified by hand chipping, scraping, sanding, and wire brushing.

3. Power Tool Cleaning (SSPC-SP3): Removal of loose rust, loose mil scale and other detrimental foreign matter to degree specified by power wire brushing, power impact tools or power sanders.

4. White Metal Blast Cleaning (SSPC-SP5/NACE 1): Blast cleaning to a gray-white uniform metallic color until each element of surface area is free of all visible residues.

5. Commercial Blast Cleaning (SSPC-SP6/NACE 3): Blast cleaning until at least two-thirds of each element or surface area is free of all visible residues.

6. Brush-Off Blast Cleaning (SSPC-SP7/NACE 4): Blast cleaning to remove loose rust, loose mil scale and other detrimental foreign matter to degree specified.

7. Near White Blast Cleaning (SSPC-SP10/NACE 2): The removal of all visible oil, grease, dirt, rust, mil scale, rust, paint, oxides, corrosion products, and other foreign matter by compressed air nozzle blasting, centrifugal wheels or other specific method. Discoloration caused by certain stains shall be limited to no more than 5% of each square inch of surface area.

8. Power Tool Cleaning to Bare Metal (SSPC-SP11): The removal of all visible oil, grease, dirt, mil scale, rust, paint, oxide, corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portion of pits if the original surface is pitted. Differs from SSPC-SP3 in that it requires more thorough cleaning and a surface profile not less than 1 mil (25 microns). For areas where abrasive blasting is prohibited or not feasible.

9. Surface Preparation of Concrete (SSPC-SP13/NACE 6): The removal of burrs, sharp edges, fins, and concrete spatter to the degree specified.

10. Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steel, and Non-Ferrous Metals (SSPC-SP16): Blast cleaning to produce a dense and uniform anchoring profile that is suitable for the coating system to be used. For galvanized steel, the presence of "wet storage stain" and passivating treatments shall be confirmed and addressed in accordance with the surface preparation specification prior to applying the specified coating system. Removal of "wet storage stain" from galvanized steel surfaces is not permitted by blast cleaning.

11. Abrasive Blast Cleaning of Ductile Iron Pipe (NAPF 500-03-04): The removal of all visible dirt, dust, loose annealing oxide, loose rust, loose mold coating, and other foreign matter.

12. Abrasive Blast Cleaning of Cast Ductile Iron Fittings (NAPF 500-03-05): The removal of all visible dirt, dust, loose annealing oxide, loose rust, loose mold coating and other foreign matter. Differs from NAPF 500-03-04 in that it establishes varying degrees of staining, in terms of the percentage of surface area, that are permissible dependent upon the surface prior coating. For fittings previously coated with asphaltic paint, no staining shall remain on the surface after abrasive blast cleaning. Where referenced in this Section and where asphaltic paint coatings are not present, discoloration caused by stains shall be limited to not more than 5% of each square inch of surface area.

13. (ICRI CSP 2): Visual and tactile standard for field-measuring surface profile for light service.

14. (ICRI CSP 3): Visual and tactile standard for field-measuring surface profile for moderate service.

15. (ICRI CSP 5): Visual and tactile standard for field-measuring surface profile for severe service.

B. Slag and weld metal accumulation and spatters not removed by the Fabricator, Erector, or Installer shall be removed by chipping and grinding. All sharp edges shall be penned, ground, or otherwise blunted as required by the Engineer.

C. Field blast cleaning for all surfaces shall be by dry method unless otherwise directed.

D. Particle size of abrasive used in blast cleaning shall be that which will produce a 2.0–3.0 mils (37.5 microns–50.0 microns) surface profile or in accordance with recommendations of the Manufacturer of the specified coating or paint system to be applied.

E. Abrasive used in blast cleaning operations shall be new, washed, graded and free of contaminants that would interfere with adhesion of coating or paint and shall not be reused unless specifically approved by the Engineer.

F. During blast cleaning operations, caution shall be exercised to ensure that existing coatings or paint are not exposed to abrasion from blast cleaning.

G. The Contractor shall keep the area of work and the surrounding environment in a clean condition. He shall not permit blasting materials to accumulate as to constitute a nuisance or hazard to the accomplishment of the work, the operation of the existing facilities, or nuisance to the surrounding environment.

H. Blast cleaned surfaces shall be cleaned prior to application of specified coatings or paint. No coatings or paint shall be applied over damp or moist surfaces.

I. Pit repair on steel tanks, clarifiers, etc. shall be accomplished by welding if pits are 1/8-inch deep or greater. Pits of less than 1/8-inch in depth may be repaired with Tnemec Series 215 Surfacing Epoxy.

J. Specific Surface Preparation: Surface preparation for the specific system shall be as noted in part 2.3.

K. Non-Visible Contaminants: Interior steel tank surfaces shall be checked in three locations for the presence of chlorides, iron, and sulfates. New tanks shall be tested prior to abrasive blasting, tanks being rehabilitated shall be tested prior to blasting. If blisters are present in existing tank, testing shall also be performed after abrasive blasting. These tests are an Iron Test (ferrous iron [Fe^{2+}]), Chloride Test and Sulfate Test. Testing shall be carried out as per SSPC- Guide 15. The maximum limits for these contaminants shall be:

1. The maximum level of chlorides is 30 milligrams per square meter or 3 micrograms per square centimeter.

2. The maximum level of sulfates is 100 milligrams per square meter or 10 micrograms per square centimeter.

3. The maximum level of ferrous ions (Fe^{2+}) is 50 milligrams per square meter or 5 micrograms per square centimeter.

4. Contamination levels above these limits will require washing and retesting in accordance with Item L (below) until the surface is under the allowable limits.

   If testing shows amounts present in the test solution to be greater than the limits listed herein, the Contractor shall clean the surface of the entire tank interior with a 5,000 psi water blast until the levels in the test solutions are below the maximum acceptable level. Alternate cleaning methods may be allowed with prior approval of the Engineer. Surface shall be re-blasted as specified in 2.3 at no additional cost to the Owner.

   Contractor shall provide a written statement from paint Manufacturer stating that the maximum acceptable levels are not less than those listed herein. Results of the testing shall be provided to the Owner before any coatings are applied.

The following test kits are approved for use on this project:

a. Chlor*Rid Test Kit.
b. KTA SCAT Test Kit.
c. Test kits from other vendors shall be submitted to the Engineer for prior approval before use.

3.3 APPLICATION:

A. Coating and paint application shall conform to the requirements of the revision of SSPC-PA1, the American Water Works Association, and the Manufacturer of the coating and paint materials.

B. Thinning shall be permitted only as recommended by the Manufacturer and approved by the Engineer.

C. Each application of coating or paint shall be applied evenly, free of brush marks, sags, runs, with no evidence of poor workmanship. Care shall be exercised to avoid lapping on glass or hardware. Coatings and paints shall be sharply cut to lines. Finished surfaces shall be free from defects or blemishes.

D. Protective coverings or drop cloths shall be used to protect floors, textures, and equipment. Care shall be exercised to prevent coatings or paints from being spattered onto surfaces which are not to be coated or painted. Report surfaces from which materials cannot be satisfactory removed to the Engineer.

E. When two coats of coating or paint are specified, where possible, the first coat shall contain sufficient approved color additive to act as an indicator of coverage or the two coats must be of contrasting color.

F. Film thickness per coat specified in part 2.3 are minimum required. If roller application is deemed necessary, the Contractor shall apply additional coats to achieve the specified thickness.

G. All material shall be applied as specified.

H. All welds and irregular surfaces shall receive a stripe coat by brushing and scrubbing into the weld seam of the specific product prior to application of the first complete coat.

I. All bolted connections on rake arms, rotary drums, and filter connections are to be fully coated with a flexible polysulfide coating after the coating system has been installed per part 2.3.

3.4 COATING SYSTEM APPLICATION:

A. After completion of surface preparation as specified for the specific system, materials shall be applied as noted in part 2.3.

3.5 COLOR SCHEME:

A. The Engineer shall select colors for the project. The Contractor shall submit a current chart of the Manufacturer's available colors to the Engineer thirty days prior to the start of coating and painting.

B. The identification of influent, effluent, waste backwash, and chemical feed lines shall be accomplished by use of labels or various colors of paint. Where labels are used, they shall be placed along the pipe at no greater than five foot intervals. Where colors are used they shall follow the color code prescribed below. Color coding must be by solid color or banding. If bands are used, they shall be placed along the pipe at no greater than five foot intervals. The color code is as follows:

Public Water Systems:

LABELS	COLOR OF PIPE
Potable Water	Light Blue
Compressed Air	Light Green
Instrument Air	Light Green with Dark Green Bands
Chlorine (gas, liquid, or vent)	Yellow
Chlorine (solution)	Yellow with Red Bands
Liquid Alum	Yellow with Orange Bands
Alum (solution)	Yellow with Green Bands
Ammonia	Yellow with Brown Bands
Chlorine Dioxide (solution)	Yellow with Blue Bands
Ferric Chloride	Brown with Red Bands
Ferric Sulfate	Brown with Yellow Bands
Polymers	White with Green Bands
Liquid Caustic	White with Red Bands
Caustic (solution)	White with Orange Bands
Fluoride	White with Yellow Bands
Ozone	Stainless Steel with White Bands
Settled Water	Green
Filter Effluent	Light Blue
Backwash Supply	Light Blue
Backwash Waste	Dark Grey
Drain	Dark Gray
Raw Water	Tan

3.6 DISINFECTION:

A. Disinfection may be required for interior surfaces of tanks or systems containing potable water.

3.7 VAPOR REMOVAL:

A. All solvent vapors shall be completely removed by suction-type exhaust fans and blowers before placing tank or system in operating service.

3.8 CLEAN UP:

A. Upon completion of the work, all staging, scaffolding and containers, waste blast abrasive, or other painting debris shall be removed from the site. Coating or paint spots or oil stains upon adjacent surfaces shall be removed and the jobsite cleaned. All damage to surfaces resulting from the work of this section shall be cleaned, repaired, or refinished to the satisfaction of the Engineer at no cost to the Owner.

3.9 SCHEDULE:

A. Follow general painting guidelines described above, including painting of pipe, valves, drywall, and other miscellaneous surfaces. Existing structures and equipment need not be repainted unless otherwise noted. Specific surfaces to be coated include the following:

PAINTING SCHEDULE	
Surface	System No.
Handrails and Walkways	1
Submerged metal equipment (excluding stainless steel, galvanized steel, and aluminum)	4
Exposed metal such as exposed DI pipe (excluding stainless steel, galvanized steel, and aluminum)	5
STRUCTURES:	
Solids Dewatering Building	7
Solids Storage Basin Interior floors and walls up to top of wall	8
Recycle Pump Station Interior floors, walls, and ceiling (all chambers)	8
New concrete vaults, manholes, and wet wells exterior walls below grade	8

* For grout cleaned finish of new concrete, see Division 3.

END OF SECTION

SECTION 11005

EQUIPMENT: BASIC REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY:

A. Section Includes:

1. Requirements of this Specification Section apply to all equipment provided on the Project including those found in other Divisions even if not specifically referenced in individual "Equipment" Articles of those Specification Sections.

B. Related Specification Sections include but are not necessarily limited to:

1. Division 01 - General Requirements.
2. Section 09800 - Painting.
3. Division 11 - Equipment.
4. Section 15060 - Pipe and Pipe Fittings: Basic Requirements.
5. Division 16 - Electrical.

1.2 QUALITY ASSURANCE:

A. Referenced Standards:

1. American Bearing Manufacturers Association (ABMA).
2. American Gear Manufacturers Association (AGMA).
3. ASTM International (ASTM):

a. E1934, Standard Guide for Examining Electrical and Mechanical Equipment with Infrared Thermography.

b. F593, Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.

4. Hydraulic Institute (HI):

a. 9.6.4, Centrifugal and Vertical Pumps for Vibration Measurements and Allowable Valves.

5. International Electrotechnical Commission (IEC).
6. Institute of Electrical and Electronics Engineers, Inc. (IEEE).
7. International Organization for Standardization (ISO):

a. 1940, Mechanical Vibration - Balance Quality Requirements for Rotors in a Constant (Rigid) State - Part 1: Specification and Verification of Balance Tolerances.

8. National Electrical Manufacturers Association (NEMA):

a. 250, Enclosures for Electrical Equipment (1000 Volts Maximum).
b. ICS 6, Enclosures for Industrial Control and System.
c. MG 1, Motors and Generators.

9. International Electrical Testing Association (NETA):

a. ATS, Acceptance Testing Specification for Electrical Power Distribution Equipment and Systems.

10. National Fire Protection Association (NFPA):

a. 70, National Electrical Code (NEC):

i. Article 430, Motors, Motor Circuits, and Controllers.

11. National Institute for Certification in Engineering Technologies (NICET).
12. National Institute of Standards and Technology (NIST).
13. Occupational Safety and Health Administration (OSHA):

a. 29 CFR 1910, Occupational Safety and Health Standards, referred to herein as OSHA Standards.

14. Underwriters Laboratories, Inc. (UL).

a. 508, Standard for Safety Industrial Control Equipment.
b. 508A, Standard for Safety Industrial Control Panels.

15. Vibration Institute.

B. Miscellaneous:

1. A single manufacturer of a "product" to be selected and utilized uniformly throughout Project even though:

a. More than one (1) manufacturer is listed for a given "product" in Specifications.

b. No manufacturer is listed.

2. Equipment, electrical assemblies, related electrical wiring, instrumentation, controls, and system components shall fully comply with specific NEC requirements related to area classification and to NEMA 250 and NEMA ICS 6 designations and defined in Division 16.

3. Variable speed equipment applications: The driven equipment manufacturer shall have single source responsibility for coordination of the equipment and VFD system and sure their compatibility.

1.3 DEFINITIONS:

A. Product: Manufactured materials and equipment.

B. Major Equipment Supports - Supports for Equipment:

1. Located on or suspended from elevated slabs with supported equipment weighing 2000 LBS or greater, or;

2. Located on or suspended from roofs with supported equipment weighing 500 LBS or greater, or;

3. Located on slab-on-grade or earth with supported equipment weighing 5,000 LBS or more.

C. Equipment:

1. One (1) or more assemblies capable of performing a complete function.

2. Mechanical, electrical, instrumentation or other devices requiring an electrical, pneumatic, electronic or hydraulic connection.

3. Not limited to items specifically referenced in "Equipment" articles within individual Specifications.

D. Installer or Applicator:

1. Installer or applicator is the person actually installing or applying the product in the field at the Project site.

2. Installer and applicator are synonymous.

E. Inverter Duty Motor: An AC induction motor complying with all requirements of NEMA MG 1 Part 31 for definite-purpose inverter-fed motors.

F. Abbreviations:

1. ODP-Open Drip Proof.
2. RTD-Resistance Temperature Detector.
3. TEFC-Totally Enclosed Fan Cooled.
4. WP-1-Weather Protected Type 1.
5. Motor Controllers:

a. FVNR-Full Voltage Non-Reversing.
b. RVAT-Reduced Voltage Autotransformer.

1.4 SUBMITTALS:

A. Shop Drawings:

1. General for all equipment:

a. See Division 01 for requirements for the mechanics and administration of the submittal process.

b. Data sheets that include manufacturer's name and complete product model number.

i. Clearly identify all optional accessories that are included.

c. Acknowledgement that products submitted comply with the requirements of the standards referenced.

d. Manufacturer's delivery, storage, handling, and installation instructions.

e. Equipment identification utilizing numbering system and name utilized in Drawings.

f. Equipment installation details:

i. Location of anchorage.
ii. Type, size, and materials of construction of anchorage.
iii. Anchorage setting templates.
iv. Manufacturer's installation instructions.

g. Equipment area classification rating.

h. Shipping and operating weight.

i. Equipment physical characteristics:

i. Dimensions (both horizontal and vertical).
ii. Materials of construction and construction details.

j. Equipment factory primer and paint data.

k. Manufacturer's recommended spare parts list.

l. Equipment lining and coatings.

m. Equipment utility requirements include air, natural gas, electricity, and water.

n. Ladders and platforms provided with equipment:

i. Certification that all components comply fully with OSHA requirements.

ii. Full details of construction/fabrication.

iii. Scaled plan and sections showing relationship to equipment.

2. Mechanical and process equipment:

a. Operating characteristics:

i. Technical information including applicable performance curves showing specified equipment capacity, rangeability, and efficiencies.

ii. Brake horsepower requirements.

iii. Copies of equipment data plates.

b. Piping and duct connection size, type and location.
c. Equipment bearing life certification.
d. Equipment foundation data:

i. Equipment center of gravity.

ii. Criteria for designing vibration, special or unbalanced forces resulting from equipment operation.

3. Electric motor:

a. Identify each motor by driven machine identification.
b. Motor manufacturer and model number.
c. Complete motor nameplate data.
d. Weight.
e. NEMA design type.
f. Enclosure type.
g. Frame size.
h. Winding insulation class and temperature rise.
i. Starts per hour.
j. Performance data:

i. Guaranteed minimum efficiencies at 100 percent, 75 percent, and 50 percent of full load.

ii. Guaranteed minimum power factor at 100 percent, 75 percent, and 50 percent of full load.

iii. Locked rotor and full load current at rated terminal voltage and minimum permissible or specified terminal voltage.

iv. Starting, full load, and breakdown torque at rated terminal voltage and minimum permissible or specified terminal voltage.

v. Motor speed-torque curve superimposed over driven machine speed-torque curve during start-up acceleration and at rated terminal voltage and minimum permissible or specified terminal voltage for all motors over 200 HP.

vi. Time-current plots with acceleration verses current and thermal damage curves at the operating and ambient temperatures and at rated terminal voltage and minimum permissible or specified terminal voltage for all motors over 200 HP.

vii. Hot and cold stall time damage points all motors over 200 HP.

k. Bearing data and lubrication system.

l. Thermal protection system including recommended alarm and trip settings for winding and bearing RTD's.

m. Fabrication and/or layout drawings:

i. Dimensioned outlined drawing.
ii. Connection diagrams including accessories (strip heaters, thermal protection, etc.).

n. Certifications:

i. When utilized with a reduced voltage starter, certify that motor and driven equipment are compatible.

ii. When utilized with a variable frequency controller, certify motor is inverter duty and the controller and motor are compatible.

- Include minimum speed at which the motor may be operated for the driven machinery.

o. Electrical gear:

i. Unless specified in a narrow-scope Specification Section, provide the following:

- Equipment ratings: Voltage, continuous current, kVa, watts, short circuit with stand, etc., as applicable.

ii. Control panels:

- Panel construction.
- Point-to-point ladder diagrams.
- Scaled panel face and subpanel layout.
- Technical product data on panel components.
- Panel and subpanel dimensions and weights.
- Panel access openings.
- Nameplate schedule.
- Panel anchorage.

4. Systems schematics and data:

a. Provide system schematics where required in system specifications.

i. Acknowledge all system components being supplied as part of the system.

ii. Utilize equipment, instrument and valving tag numbers defined in the Contract Documents for all components.

iii. Provide technical data for each system component showing compliance with the Contract Document requirements.

iv. For piping components, identify all utility connections, vents and drains which will be included as part of the system.

5. For factory painted equipment, provide paint submittals in accordance with Specification Section 09800.

B. Operation and Maintenance Manuals:

1. See Division 01 for requirements for:

a. The mechanics and administration of the submittal process.
b. The content of Operation and Maintenance Manuals.

C. Informational Submittals:

1. Sample form letter for equipment field certification.

2. Certification that equipment has been installed properly, has been initially started up, has been calibrated and/or adjusted as required, and is ready for operation.

3. Certification for major equipment supports that equipment foundation design loads shown on the Drawings or specified have been compared to actual loads exhibited by equipment provided for this Project and that said design loadings are equal to or greater than the loads produced by the equipment provided.

4. Field noise testing reports if such testing is specified in narrow-scope Specification Sections.

5. Notification, at least one (1) week in advance, that motor testing will be conducted at factory.

6. Certification from equipment manufacturer that all manufacturer-supplied control panels that interface in any way with other controls or panels have been submitted to and coordinated with the

supplier/installer of those interfacing systems.

7. Motor test reports.

8. Certification prior to Project closeout that electrical panel drawings for manufacturer-supplied control panels truly represent panel wiring including any field-made modifications.

9. Provide three (3) bound final written reports documenting vibration monitoring and testing for specified equipment.

   a. Include the acceptance criteria of all equipment tested.

   b. Provide individual tabbed sections for information associated with each piece of tested equipment.

10. Preliminary field quality control testing format to be used as a basis for final field quality control reporting.

11. Testing and monitoring reports in accordance with PART 3 of this Specification Section.

12. Certification that driven equipment and VFD are compatible.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:

1. Motors:

   a. Baldor.
   b. General Electric.
   c. Marathon Electric.
   d. Reliance Electric.
   e. U.S. Motors.
   f. WEG.
   g. Engineer approved equal.

B. Submit request for substitution in accordance with Division 01.

2.2 MANUFACTURED UNITS:

A. General:

1. Furnish equipment manufacturer's field quality control services and testing as specified in the individual equipment Specification Sections.

2. Execute pre-demonstration requirements in accordance with Division 01.

3. Perform and report on all tests required by the equipment manufacturer's Operation and Maintenance Manual.

4. Provide testing of electrical equipment and connections in accordance with Division 16.

5. Equip testing and analysis personnel with all appropriate project related reference material required to perform tests, analyze results, and provide documentation including, but not limited to:

    a. Contract Drawings and Specifications.
    b. Related construction change documentation.
    c. Approved Shop Drawings.
    d. Approved Operation and Maintenance Manuals.
    e. Other pertinent information as required.

B. Equipment Monitoring and Testing Plans:

1. Approved in accordance with Shop Drawing submittal schedule.
2. Included as a minimum:

    a. Qualifications of firm, field personnel, and analysis personnel doing the Work.

    b. List and description of testing and analysis equipment to be utilized.

    c. List of all equipment to be testing, including:

        i. Name and tag numbers identified in the Contract Documents.
        ii. Manufacturer's serial numbers.
        iii. Other pertinent manufacturer identification.

C. Instruments Used in Equipment and Connections Quality Control Testing:

1. Minimum calibration frequency:

    a. Field analog instruments: Not more than 6 months.
    b. Field digital instruments: Not more than 12 months.
    c. Laboratory instruments: Not more than 12 months.
    d. If instrument manufacturer's calibration requirements are more stringent, those requirements shall govern.

2. Carry current calibration status and labels on all testing instruments.

3. See individual testing programs for additional instrumentation compliance requirements.

D. Testing and Monitoring Program Documentation:

1. Provide reports with tabbed sections for each piece of equipment tested.

2. Include all testing results associated with each piece of equipment under that equipment's tabbed section.

    a. Include legible copies of all forms used to record field test information.

3. Prior to start of testing, submit one (1) copy of preliminary report format for Engineer review and comment.

    a. Include data gathering and sample test report forms that will be utilized.

4. In the final report, include as a minimum, the following information for all equipment tested:

    a. Equipment identification, including:

        i. Name and tag numbers identified in the Contract Documents.
        ii. Manufacturer's serial numbers.
        iii. Other pertinent manufacturer identification.

    b. Date and time of each test.

    c. Ambient conditions including temperature, humidity, and precipitation.

    d. Visual inspection report.

    e. Description of test and referenced standards, if any, followed while conducting tests.

    f. Results of initial and all retesting.

    g. Acceptance criteria.

    h. "As found" and "as left" conditions.

    i. Corrective action, if required, taken to meet acceptance.

    j. Verification of corrective action signed by the Contractor, equipment supplier, and Owner's representative.

    k. Instrument calibration dates of all instruments used in testing.

5. Provide three (3) bound final reports prior to Project final completion.

E. Other Testing:

1. Perform tests and inspections not specifically listed but required to assure equipment is safe to energize and operate.

2. Subbase that supports the equipment base and that is made in the form of a cast iron or steel structure that has supporting beams, legs, and cross members that are cast, welded, or bolted shall be tested for a natural frequency of vibration after equipment is mounted.

   a. The ratio of the natural frequency of the structure to the frequency of the disturbing force shall not be between 0.5 and 1.5.

F. Electric Motors:

1. General Requirements unless otherwise noted or specified:

   a. Standards: NEMA MG 1.

   b. Identify each motor by the driven machine identification.

   c. An embossed or engraved stainless steel nameplate, with the required NFPA 70 and NEMA data, to be permanently attached to the motor.

   d. Maximum motor loading shall not exceed motor nameplate horsepower rating, exclusive of service factor.

   e. All motors shall be sized to carry continuously all loads, which may be imposed through their full range of operation.

   f. NEMA MG 1, Design B (unless otherwise required), constant speed squirrel-cage induction type having normal starting torque with low starting current.

   g. Suitable for the starting method indicated (e.g., full voltage, autotransformer, reduced voltage solid state, VFD, etc.).

   h. Lifting devices: Motors weighing 265 LBS or more shall have suitable lifting eyes for installation and removal.

   i. Grounding:

      i. Lug suitable to terminate ground wire in terminal box, sized as indicated on the Drawings.

   j. Stator windings: Copper.

   k. Rotor cage: Aluminum or copper.

   l. Motor leads shall be non-wicking with permanent identifiers.

   m. Totally enclosed motor to have one-way breather drains.

   n. Efficiency:

i. Meet the requirements of NEMA 1MG (NEMA Premium) efficiencies or provided motor labeled as "NEMA PREMIUM" efficient.

ii. If motor type, horsepower or speed is not included in the NEMA requirements for NEMA Premium, provide manufacturer's "premium energy efficient" design.

o. Power factor:

i. Minimum of 80 percent lagging at full load, except on motors with speed slower than 900 RPM.

p. Service factor:

i. 100 hp or less: 1.15.
ii. Greater than 100 hp: 1.0 unless noted otherwise.
iii. Inverter duty: 1.0.

q. Standards: NEMA MG 1, UL 674, LU 1836.

2. Where used in conjunction with adjustable speed AC or DC drives, provide motors that are fully compatible with the speed controllers.

3. Design for full voltage starting.

4. Design for frequent starting duty equivalent to duty service required by driven equipment.

5. Design bearing life based upon actual operating load conditions imposed by driven equipment.

6. Size for altitude of project.

7. Furnish with stainless steel nameplates which include all data required by NEC Article 430.

8. Use of manufacturer's standard motor will be permitted on integrally constructed motor driven equipment specified by model number in which a redesign of the complete unit would be required in order to provide a motor with features specified.

9. AC electric motors less than 1/3 HP:

a. Single phase, 60 Hz, designed for the supply voltage shown on the Drawings.

b. Permanently lubricated sealed bearings conforming to ABMA standards.

c. Built-in manual reset thermal protector or integrally mounted manual motor starter with thermal overload element with stainless steel enclosure.

10. AC electric motors 1/3 to 1 HP:

    a. Single or 3 PH, 60 Hz, designed for the supply voltage shown on the Drawings.

    b. Permanently lubricated sealed bearings conforming to ABMA standards.

        i. For single phase motors, provide built-in manual reset thermal protector or integrally mounted manual motor starter with thermal overload element.

11. AC electric motors 1-1/2 to 10 HP:

    a. Single or 3 PH, 60 Hz, designed for the supply voltage shown on the Drawings.

    b. Permanently lubricated sealed bearings conforming to ABMA standards.

    c. For vertical motors provide 15 year, average-life thrust bearings conforming to ABMA standards.

12. AC electric motors greater than 10 HP:

    a. Single or 3 PH, 60 Hz, designed for the supply voltage shown on the Drawings.

    b. Oil or grease lubricated antifriction bearings conforming to ABMA standards.

        i. Design bearing life for 90 percent survival rating at 50,000 HRS of operation for motors up to and including 100 HP.

        ii. For motors greater than 100 HP, design bearing life for 90 percent survival rating at 100,000 HRS of operation.

    c. For vertical motors provide 15-year, average-life thrust bearings conforming to ABMA standards.

    d. Thermal protection:

        i. For motors 50 HP and above controlled from a variable frequency drive and for all other motors 100 HP and above, provide integral thermal detectors with normally closed contacts that will open on overtemperature or resistance type temperature detector (RTD) complete with monitor and alarm panel having a normally closed contact that will open on overtemperature.

- Two (2) thermal sensing devices per phase in each phase hot-spot location.
- Monitor and alarm panel:
    - For constant speed motors, install panel in and energize from the motor starter equipment.
    - For variable speed motors, install panel in and energize from the variable speed drive equipment.

13. Severe duty motor to have the following minimum features:

    a. All cast iron construction.
    b. Gasketed conduit box.
    c. Epoxy finish for corrosion protection.
    d. Hydroscopic varnish on windings for corrosion protection.
    e. Drain plug and breather.

G. INDUCTION MOTORS, 600 VOLT AND LESS:

1. Horizontal Shaft:

    a. Electrical rating:

        i. Appropriate for the voltage system indicated, 3 PH, 60 Hz.

        ii. Dual voltage rated motors (e.g., 230/460 V) are acceptable, provided all leads are brought out to the terminal box and permanently marked.

    b. Enclosed:

        i. Cast iron (exception: fan covers can be steel).
        ii. Type: TEFC unless otherwise specified.

    c. Terminal box:

        i. Gasketed.

        ii. Diagonally split.

        iii. Field adjustable in 90-degree increments.

        iv. Oversized by NEMA standards. Box shall be suitable for the size and number of conduits indicated on the Drawings.

        v. Located on "F1" side unless specifically indicated to be on the "F2" side.

vi. Separate terminal box with terminal blocks for winding thermal protection devices (RTD's) if applicable. Conduits with terminal blocks at bearing thermal protection devices as required.

d. Bearings:

i. 5 HP and less: Lubricated-for-Life ball bearings.
ii. Greater than 5 HP:

- Relubricatable.
- Antifriction.
- Minimum rated ABMA L-10 life of 10 years or 100,000 HRS.

e. Insulation:

i. Class F insulation with Class B temperature rise at nameplate horsepower.

ii. VPI with non-hydroscopic varnish or epoxy.

f. Accessories: See the ACCESSORIES Article in Part 2.
g. Modifications:

i. Inverter duty:

- At a minimum, applied to motors connected to a VFD.
- Windings insulated for 1600 peak volts and voltage rise times of 0.1 microseconds.
- Nameplate identification of meeting NEMA MG 1 Part 31 requirements.
- Having the following minimum turndown ratio without the use of a blower to provide continuous supply of cooling air over the motor.
  - Variable torque: 10:1.
  - Constant torque: 6:1.
- Insulated drive end bearing on all motors.
- Motors 100 HP and larger, insulated non-drive end bearings.
- Shaft grounding ring on all motors:

- Factory installed, maintenance free, circumferential, bearing protection ring with conductive microfiber shaft contacting material.
- Electro Static Technology AEGIS SGR Bearing Protection Ring or approved equal.

ii. Severe duty (includes requirements of Inverter Duty motors if applicable):

- Standard: IEEE 841.
- All cast iron enclosure.
- Terminal box threaded and gasketed.
- Internal and external epoxy base paint system.
- Drain and breather.

2. Vertical Solid or Hollow Shaft:

a. Electrical rating:

i. Appropriate for the voltage system indicated, 3 PH, 60 Hz.

ii. Dual voltage rated motors (e.g., 230/460 V) are acceptable, provided all leads are brought out to the terminal box and permanently marked.

b. Enclosure:

i. Cast iron.
ii. Type: TEFC unless otherwise specified.

c. Terminal box:

i. Gasketed.

ii. Diagonally split.

iii. Oversized by NEMA standards. Box shall be suitable for the size and number of conduits indicated on the Drawings.

iv. Separate terminal box with terminal blocks for winding thermal protection devices (if applicable). Conduits with terminal blocks at bearing thermal protection devices (if applicable).

d. Bearings (Solid Shaft):

i. Relubricatable.

ii. Antifriction.
iii. Minimum rated AMBA L-10 life of 10 years or 100,000 HRS.

e. Bearings (Hollow Shaft):

i. Relubricatable.
ii. Antifriction.
iii. Oil or grease lubricated thrust bearings.
iv. Grease lubricated guide bearings.
v. Minimum rated ABMA L-10 life of 10 years or 100,000 HRS.

f. Non-reverse ratchets.
g. Insulation:

i. Class F Insulation with Class B temperature rise at nameplate horsepower.

ii. VPI with non-hydroscopic varnish or epoxy.

h. Accessories: See the ACCESSORIES Article in PART 2.
i. Modifications:

i. Inverter duty:

- At a minimum, applied to motors connected to a VFD.
- Windings insulated for 1600 peak volts and voltage rise times of 0.1 microseconds.
- Nameplate identification of meeting NEMA MG 1 Part 31 requirements.
- Having the following minimum turndown ratio without the use of a blower to provide continuous supply of cooling air over the motor.
    - Variable torque: 10:1.
    - Constant torque: 6:1.
- Insulated drive end bearing on all motors.
- Motors 100 HP and larger the non-drive end shall have an insulated bearing carrier.
- Shaft grounding ring on all motors:
    - Factory installed, maintenance free, circumferential, bearing protection ring with conductive microfiber shaft

contacting material.

- Electro Static Technology AEGIS SGR Bearing Protection Ring or approved equal.

ii. Severe duty (includes requirements of Inverter Duty motors if applicable):

- Standard: IEEE 841.
- All cast iron enclosure.
- Terminal box threaded and gasketed.
- Internal and external epoxy base paint system.
- Drain and breather.

iii. Explosion proof rated motors shall be furnished for motors installed in Class I, Division 1 hazardous locations. Motors installed in Class I, Division 2 locations shall either be rated explosion proof, or shall have non arc-producing devices and motor frame temperatures shall not exceed the Temperature Code for the particular gas under normal operating conditions.

3. Motors to meet NEMA MG 1 (NEMA Premium) efficiencies.
4. Motor enclosure and winding insulation application:

a. The following shall apply unless modified by specific Specification Sections:

MOTOR LOCATION	MOTOR ENCLOSURE / WINDING INSULATION
Unclassified Indoor Areas	TEFC, Standard Insulation
Wet indoor Areas	TEFC, Standard Insulation
Wet outdoor Areas	TEFC, Extra Dip and Bake for Moisture
Corrosive Areas	TEFC, Severe/Chemical Duty

NOTE: Provide TENV motors in the smaller horsepower ratings where TEFC is not available.

5. Provide oversize conduit box complete with clamp type grounding terminals inside the conduit box.

H. Induction Motors, Greater than 600 Volt

1. Same as Induction Motors, 600 Volt and Less except for the following:

a. Windings: Form wound.
b. Insulation:

i. Vacuum Pressure Impregnation (VPI) or Continuous Resin Flow Impregnation (CRFI).

ii. Epoxy encapsulated.

iii. NEMA MG 1 Type II terminal housing suitable for shielded cable terminations.

iv. Surge protection: Three (3) surge arrestors and a surge capacitor mounted in terminal box.

v. Bearing RTDs.

vi. Bearing vibration detectors.

vii. Accessory leads wired to separate terminal boxes.

viii. Separate terminal boxes or boxes with a barrier shall be used to separate accessories leads of 50 V and less and accessories leads of higher voltage.

I. Submersible Motors: Refer to individual narrow-scope specification sections for submersible motor requirements.

2.3 COMPONENTS:

A. Gear Drives and Drive Components:

1. Size drive equipment capable of supporting full load including losses in speed reducers and power transmission.

2. Provide nominal input horsepower rating of each gear or speed reducer at least equal to nameplate horsepower of drive motor.

3. Design drive units for 24 HR continuous service, constructed so oil leakage around shafts is precluded.

4. Utilize gears, gear lubrication systems, gear drives, speed reducers, speed increasers and flexible couplings meeting applicable standards of AGMA.

5. Gear reducers:

a. Provide gear reducer totally enclosed and oil lubricated.

b. Utilize antifriction bearings throughout.

c. Provide worm gear reducers having a service factor of at least 1.20.

d. Furnish other helical, spiral bevel, and combination bevel-helical gear reducers with a service factor of at least 1.50.

2.4 ACCESSORIES:

A. Thermal Protection (as applicable): Unless otherwise specified or indicated on the Drawings, motors 50 HP up to but not including 200 HP controlled from a variable frequency drive, and all other motors 200 HP and above up to 400 HP, shall be provided with integral thermostats embedded in the motor windings. Motors 200 HP and above controlled from a variable frequency drive and all other motors 400 HP and above shall be provided with RTD's embedded in the motor windings.

1. Thermostats:

a. One (1) winding thermostat per phase for shutdown.
b. Snap action, bi-metallic, temperature-actuated switch type.
c. Normally closed, wired in series.
d. Automatic reset.
e. Switch point shall be pre-calibrated by the manufacturer.

2. RTD's:

a. One (1) winding RTD per phase imbedded in windings.

b. One (1) RTD per bearing (as required per individual equipment specification).

c. 100 ohm platinum.

B. Space Heaters:

1. Where specified or indicated on the Drawings, provide motor space heaters sized to prevent condensation. Heaters are to be silicone rubber type manufactured by sandwiching a resistance wire network between two pieces of high-temperature silicon rubber and bonding the silicone rubber pieces together.

2. 120 V rated, wired to a separate space heater conduit box.

3. Provided on:

a. All motors 10 HP and larger mounted outdoors.

b. Indoor motors in humid environments as indicated in individual equipment specification.

C. Guards:

1. Provide each piece of equipment having exposed moving parts with full length, easily removable guards, meeting OSHA requirements.

2. Interior applications:

a. Construct from expanded galvanized steel rolled to conform to shaft or coupling surface.

b. Utilize non-flattened type 16 GA galvanized steel with nominal 1/2 IN spacing.

c. Connect to equipment frame with hot-dip galvanized bolts and wing nuts.

3. Exterior applications:

a. Construct from 16 GA stainless steel or aluminum.
b. Construct to preclude entrance of rain, snow, or moisture.
c. Roll to conform to shaft or coupling surface.
d. Connect to equipment frame with stainless steel bolts and wing nuts.

D. Anchorage:

1. Cast-in-place anchorage:

a. Provide ASTM F593, Type 316 stainless steel anchorage for all equipment.

b. Configuration and number of anchor bolts shall be per manufacturer's recommendations.

c. Provide two (2) nuts for each bolt.

2. Drilled anchorage:

a. Adhesive anchors.
b. Epoxy grout per Division 3.
c. Threaded rods same as cast-in-place.

E. Data Plate:

1. Attach a stainless steel data plate to each piece of rotary or reciprocating equipment.

2. Permanently stamp information on data plate including manufacturer's name, equipment operating parameters, serial number and speed.

F. Gages:

1. Provide gages in accordance with Division 13.
2. Provide at the following locations:

a. Inlet and outlet of all reciprocating, centrifugal and positive displacement mechanical and process equipment.

b. At locations identified on Drawings.

3. Utilize tapping sleeves for mounting per Specification Section 15060.

G. Lifting Eye Bolts or Lugs:

1. Provide on all equipment 50 LBS or greater.

2. Provide on other equipment or products as specified in the narrow-scope Specification Sections.

H. Platforms and Ladders:

1. Design and fabricate in accordance with OSHA Standards.

2. Fabricate components from aluminum unless specified or shown otherwise.

3. Provide platform surface: Non-skid grating, unless specified in narrow-scope specification sections.

2.5 FABRICATION:

A. Design, fabricate, and assemble equipment in accordance with modern engineering and shop practices.

B. Manufacture individual parts to standard sizes and gages so that repair parts, furnished at any time, can be installed in field.

C. Furnish like parts of duplicate units to be interchangeable.

D. Ensure that equipment has not been in service at any time prior to delivery, except as required by tests.

E. Furnish equipment which requires periodic internal inspection or adjustment with access panels which will not require disassembly of guards, dismantling of piping or equipment or similar major efforts.

1. Quick opening but sound, securable access ports or windows shall be provided for inspection of chains, belts, or similar items.

F. Provide common, lipped base plate mounting for equipment and equipment motor where said mounting is a manufacturer's standard option.

1. Provide drain connection for 3/4 IN PVC tubing.

G. Machine the mounting feet of rotating equipment.

H. Fabricate equipment which will be subject to Corrosive Environment in such a way as to avoid back to back placement of surfaces that cannot be properly prepared and painted.

1. When such back to back fabrication cannot be avoided, provide continuous welds to seal such surfaces from contact with corrosive environment.

2. Where continuous welds are not practical, after painting seal the back to back surfaces from the environment in accordance with Specification Section 09800.

I. Critical Speed:

1. All rotating parts accurately machined and in as near perfect rotational balance as practicable.

2. Excessive vibration is sufficient cause for equipment rejection.

3. Ratio of all rotative speeds to critical speed of a unit or components: Greater than 1.2.

J. Control Panels Engineered and Provided with the Equipment by the Manufacturer:

1. Manufacturer's standard design for components and control logic unless specific requirements are specified in the specific equipment Specification Section.

2. NEMA or IEC rated components are acceptable, whichever is used in the manufacturer's standard engineered design, unless specific requirements are required in the specific equipment Specification Section.

3. Affix entire assembly with a UL 508A label "Listed Enclosed Industrial Control Panel" prior to delivery.

a. Control panels without an affixed UL 508A label shall be rejected.

2.6 SHOP OR FACTORY PAINT FINISHES:

A. Electrical Equipment:

1. Provide factory-applied paint coating system(s) for all electrical equipment components except those specified in Specification Section 09800 to receive field painting.

B. Field paint other equipment in accordance with Specification Section 09800.

2.7 SOURCE QUALITY CONTROL:

A. Test motors in accordance with NEMA, IEEE and manufacturer procedures.

1. The test shall include but not necessarily be limited to the following:

a. Routine test:

i. No-load current and speed at rated voltage and frequency.
ii. Locked rotor current.

iii. Winding resistance.
iv. Vibration check.
v. High potential.

b. Complete test (in addition to the routine tests):

i. Rated load temperature rise.
ii. Winding resistance.
iii. Slip test, measured in percent slip.
iv. Locked rotor amperes (3 PH, full voltage).
v. Locked rotor torque.
vi. Breakdown torque.
vii. Efficiencies tabulated at 100, 75, and 50 percent of full load.
viii. Power factor tabulated at 100, 75, and 50 percent of full load.

B. Motor to be tested:

1. All motors, at a minimum, to receive a routine test.
2. Motors 200 HP and above shall have a complete test performed.

C. The Owner reserves the right to select and have tested any motor included within the project.

1. If motor passes testing requirements, the Owner shall be responsible for any shipping and testing costs incurred.

2. Costs shall be determined by current freight rates and manufacturer's published rates at the time of the test.

3. If motor fails test, Supplier shall be responsible for all costs incurred.

4. If two (2) successive motors fail the test, the Owner has the right to reject any or all motors from that manufacturer.

5. The Owner also reserves the right to witness any routine or complete tests at the Owner's expense.

6. Notify the Owner a minimum of 14 days in advance of the testing.

PART 3 EXECUTION

3.1 INSTALLATION:

A. Install equipment as shown on Drawings and in accordance with manufacturer's directions.

B. Utilize templates for anchorage placement for slab-mounted equipment.

C. For equipment having drainage requirements such as seal water, provide 3/4 IN PVC or clear plastic tubing from equipment base to nearest floor or equipment drain.

1. Route clear of major traffic areas and as approved by Engineer.

D. DO NOT construct foundations until major equipment supports are approved.

E. Extend all non-accessible grease fittings using stainless steel tubing to a location which allows easy access of fittings from closest operating floor level.

F. Equipment Base:

1. Construct level in both directions.

2. Take particular care at anchor bolt locations so these areas are flat and level.

G. Machine Base:

1. Mount machine base of rotating equipment on equipment base.

a. Level in both directions, using a machinist level, according to machined surfaces on base.

2. Level machine base on equipment base and align couplings between driver and driven unit using steel blocks and shims.

a. Size blocks and shims to provide solid support at each mounting bolt location.

i. Provide area size of blocks and shims approximately 1-1/2 times area support surface at each mounting bolt point.

b. Provide blocks and shims at each mounting bolt.

i. Furnish blocks and shims that are square shape with "U" cut out to allow blocks and shims to be centered on mounting bolts.

c. After all leveling and alignment has been completed and before grouting, tighten mounting bolts to proper torque value.

H. Couplings:

1. Align in the annular and parallel positions.

a. For equipment rotating at 1200 rpm or less, align both annular and parallel within 0.001 IN tolerance for couplings 4 IN size and smaller.

i. Couplings larger than 4 IN size: Increase tolerance 0.0005 IN per inches of coupling diameter, i.e., allow 6 IN coupling 0.002 IN tolerance, and allow a 10 IN

coupling 0.004 IN tolerance.

b. For equipment rotating at speeds greater than 1200 rpm allow both annular and parallel positions within a tolerance rate of 0.00025 IN per inch coupling diameter.

2. If equipment is delivered as a mounted unit from factory, verify factory alignment on site after installation and realigned if necessary.

3. Check surfaces for runout before attempting to trim or align units.

I. Grouting:

1. After machine base has been shimmed, leveled onto equipment base, couplings aligned and mounting bolts tightened to correct torque value, place a dam or formwork around base to contain grouting between equipment base and equipment support pad.

a. Extend dam or formwork to cover leveling shims and blocks.
b. Do not use nuts below the machine base to level the unit.

2. Saturate top of roughened concrete subbase with water before grouting.

a. Add grout until entire space under machine base is filled to the top of the base underside.

b. Puddle grout by working a stiff wire through the grout and vent holes to work grout in place and release any entrained air in the grout or base cavity.

3. When the grout has sufficiently hardened, remove dam or formwork and finish the exposed grout surface to fine, smooth surface.

a. Cover exposed grout surfaces with wet burlap and keep covering sufficiently wet to prevent too rapid evaporation of water from the grout.

b. When the grout has fully hardened (after a minimum of seven (7) days) tighten all anchor bolts to engage equipment base to grout, shims, and equipment support pad.

c. Recheck driver-driven unit for proper alignment.

3.2 INSTALLATION CHECKS:

A. For all equipment specifically required in detailed specifications, secure services of experienced, competent, and authorized representative(s) of equipment manufacturer to visit site of work and inspect, check, adjust and approve equipment installation.

1. In each case, representative(s) shall be present during placement and start-up of equipment and as often as necessary to resolve any operational issues which may arise.

B. Secure from equipment manufacturer's representative(s) a written report certifying that equipment:

1. Has been properly installed and lubricated.

2. Is in accurate alignment.

3. Is free from any undue stress imposed by connecting piping or anchor bolts.

4. Has been operated under full load conditions and that it operated satisfactorily.

a. Secure and deliver a field written report to Owner immediately prior to leaving jobsite.

C. No separate payment shall be made for installation checks.

1. All or any time expended during installation check does not qualify as Operation and Maintenance training or instruction time when specified.

3.3 FIELD PAINTING AND PROTECTIVE COATINGS:

A. For required field painting and protective coatings, comply with Specification Section 09800.

3.4 WIRING CONNECTIONS AND TERMINATION:

A. Clean wires before installing lugs and connectors.

B. Coat connection with oxidation eliminating compound for aluminum wire.

C. Terminate motor circuit conductors with copper lugs bolted to motor leads.

D. Tape stripped ends of conductors and associated connectors with electrical tape.

1. Wrapping thickness shall be 150 percent of the conductor insulation thickness.

E. Connections to carry full ampacity of conductors without temperature rise.

F. Terminate spare conductors with electrical tape.

3.5 FIELD QUALITY CONTROL:

A. Furnish equipment manufacturer services as specified in the individual equipment Specifications.

B. Inspect wire and connections for physical damage and proper connection.

C. After installation and prior to energizing the motor, provide insulation resistance test of all motors 125 HP and above.

1. Conduct test with 500 or 1000 Vdc megger.
2. Test each phase separately.
3. Disconnect all extraneous leads to the motor.
4. Comply with NEMA MG 1 safety requirements and test procedures.

D. Bump motor to check for correct rotation:

1. Ensure motor has been lubricated.
2. Check prior to connection to driven equipment.

3.6 DEMONSTRATION:

A. Demonstrate equipment in accordance with Specification Section 01650.

END OF SECTION

SECTION 11009

COMMON CONTROL PANEL
REQUIREMENTS FOR EQUIPMENT

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 control panels supplied by equipment manufacturers to manually or automatically operate the mechanical equipment.

1.3 SUBMITTALS:

A. Product Data: For each type of control panel provide manufacturer's technical data on features, performance, electrical characteristics, ratings, and finishes.

B. Shop Drawings: For control panel or system.

1. Include dimensioned plans, elevations, sections, and details, including required clearances and service space around equipment. Show tabulations of installed devices, equipment features, and ratings. Include the following:

a. Control panel outline drawings showing elevation, plan and interior views, front panel arrangement, dimensions, weight, shipping splits, conduit entrances and anchor bolt pattern. Indicate all options, special features, ratings and deviations from this Section. Furnish complete Bill of Materials indicating manufacturer's part numbers.

b. Power and control schematics including external connections. Show wire and terminal numbers and color coding.

c. Instruction and replacement parts books.

d. Certified shop test reports.

e. As-built final drawings.

C. Field quality-control test reports.

D. Operation and Maintenance Data: For control panels, installed devices, and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 1 include the following:

1. Routine maintenance requirements for control panels and all installed components.

2. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.

E. Load-Current and Overload-Relay Heater List: Compile after motors have been installed and arrange to demonstrate that selection of heaters suits actual motor nameplate full-load currents.

F. Load-Current and List of Settings of Adjustable Overload Relays: Compile after motors have been installed and arrange to demonstrate that dip switch settings for motor running overload protection suit actual motor to be protected.

G. Configuration Settings: Compile after panel has been installed and tested, all configuration or program settings, of VFDs, meters, controllers, timers, etc. in documentation format.

1.4 QUALITY ASSURANCE:

A. Manufacturer Qualifications: Control panel manufacturer shall demonstrate at least three years of continuous field operating experience in control panel design and fabrication. Submit customer/user list with telephone numbers, addresses and names of customer/user representatives.

B. 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.

C. Comply with NFPA 70.

1.5 DELIVERY, STORAGE, AND HANDLING:

A. Deliver, handle and store control panels in accordance with manufacturer’s instructions.

B. Package the control panel for maximum protection during delivery and storage.

C. Store the control panel indoors in a clean, dry, heated storage facility until ready for installation. Do not install the control panel in its final location until the facilities are permanently weather tight. Protect the control panel at all times from exposure to moisture, chemicals, hydrogen sulfide and chlorine gas.

1.6 PROJECT CONDITIONS:

A. Control Panel Requirements: Refer to P&ID, instrumentation and electrical Drawings and to the various pump and equipment Sections for specific control panel requirements, such as:

1. Controls to be mounted on panel face.

2. Inputs and outputs and basic control logic.
3. Motor starters, VFD's, and related control components.
4. Power supply.
5. Whether controls are face mounted or a swing-out panel face provided.

B. Environmental Requirements: 110°F ambient temperature, 100% humidity, and direct sunlight.

1.7 COORDINATION:

A. Coordinate layout and installation of control panels with other construction including conduit, piping, equipment, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

B. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are detailed in the Plans.

C. Coordinate features of motor-control centers, installed units, and accessory devices with pilot devices and control circuits to which they connect.

D. Coordinate features, accessories, and functions of each motor-control center, each controller, and each installed unit with ratings and characteristics of supply circuit, motor, required control sequence, and duty cycle of motor and load.

E. Refer to the detailed mechanical equipment specifications and drawings for description of system operation.

1.8 EXTRA MATERIALS:

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

B. Spare part requirements shall be as indicted in Table 1.

Table 1

Description	Percent of Each	No Less Than
Dc power supplies	20	2
Fuses	20	10
Relays and bases	20	10
Analog surge protectors	20	3
Power line surge protectors	20	2

PART 2 PRODUCTS

2.1 RATING:

A. The control panel shall operate at 480V, 3-Phase, 60 Hz, unless otherwise indicated in equipment specification or as shown on Drawings.

B. The overall withstand and interrupting rating of the equipment and devices shall not be less than 42,000 amperes R.M.S. symmetrical at 480 Volts. All circuit breakers and combination motor starters shall be fully rated for the above fault current interrupting capacity. Series connected short circuit ratings will not be acceptable.

C. The complete control panel assembly shall be UL certified or carry a UL listing for "Industrial Control Panels.

D. The control panel shall meet all applicable requirements of the National Electrical Code.

2.2 PANEL REQUIREMENTS:

A. Indoor Single-Door Free-Stand with 3-Point Latch, Type 4 basic specification:

1. Requirements:

a.	Dimensions:	As Required
b.	Material:	12 gauge 304 stainless steel or FRP
c.	Finish:	N/A
d.	Handle:	3-point with power glide handle
e.	Lifting eyes:	Two (2)
f.	Hinge and hinge pin:	Continuous hinge with stainless steel pin
g.	Shelf:	18″x18″ folding
h.	Data Pocket:	12″x12″x3.5″
i.	Light:	LED Enclosed Light with Door Switch
j.	Door Switch:	For intrusion and Light
k.	Ground Buss Bar:	1″x 0.25″ tinned platted with required connections

2. Model: Hoffman Type 4 Free-Stand Series or approved equal.

B. Indoor Two-Door Free-Stand with 3-Point Latches, Type 4 basic specification:

1. Requirements:

a.	Dimensions:	As Required
b.	Material:	12 gauge 304 stainless steel or FRP
c.	Finish:	N/A
d.	Handle:	Two (2) 3-point with power glide handle
e.	Lifting eyes:	Two (2)

f.	Hinge and hinge pin:	Continuous hinge with stainless steel pin
g.	Shelf:	18″x18″ folding
h.	Data Pocket:	12″x12″x3.5″
i.	Light:	Two (2) LED Enclosed Light with Door Switch
j.	Door Switch:	Two (2) For intrusion and Light
k.	Ground Buss Bar:	1″x 0.25″ tinned platted with required connections

2. Model: Hoffman Two-Door with 3-Point Latches Type 4 Series or approved equal

C. Outdoor Single Door Wall Mounted with 3-Point Latch, Type 4X basic specification:

1. Requirements:

a.	Dimensions:	As Required
b.	Material:	12 gauge 304 Stainless Steel
c.	Finish:	N/A
d.	Handle:	3-point with power glide handle. Pad lockable
e.	Data Pocket:	12″x12″x1″ thermoplastic
f.	Light:	LED Enclosed Light with Door Switch
g.	Door Switch:	For intrusion and Light
h.	Vent Drain:	304 Stainless Steel
i.	Door Stop:	316 Stainless Steel

2. Model: Hoffman Painted White with 3-Point Latch, Type 4X or approved equal.

D. Temperature Control:

1. Enclosure Heaters:

a. Provide thermostatic controlled heaters when indicated on the drawings or required in the Division 11 Equipment Specification. Heaters shall be size to maintain an environment within the manufacturer's rating for all equipment within the cabinet.

2. Air Conditioners:

a. Provide thermostatic controlled air conditioners when indicated on the drawings or required in the Division 11 Equipment Specification. Air conditioners shall not void the NEMA 4 rating of the panel. Air conditioners shall be size to maintain an environment within the manufacturer's rating for all equipment within the cabinet.

2.3 INCOMING POWER BREAKER, DISTRIBUTION BREAKERS AND SURGE PROTECTION:

A. Each panel shall be supplied with a 120 VAC main power circuit breaker:

1. 120 VAC Main Power Circuit Breaker basic specification.

a. Requirements:

i.	Mounting:	DIN Rail
ii.	Interrupting Rating:	10KAC
iii.	Design:	Finger Safe
iv.	Handle:	Three Position (On, Tripped, Off)

b. Model: Allen Bradley 1492-MC Circuit Breaker or approved equal.

B. Each panel shall be supplied with separate a 120 VAC distribution circuit breakers for the enclosure light, enclosure heater, enclosure AC unit, service receptacle, 24 VDC supply/UPS and a common breaker feeding fuse blocks for the field instruments.

1. Distribution Circuit Breaker basic specification.

a. Requirements:

i.	Mounting:	DIN Rail
ii.	Interrupting Rating:	1 0KAC
iii.	Design:	Finger Safe
iv.	Handle:	Three Position (On, Tripped, Off)

b. Model: Allen Bradley 1492-MC Circuit Breaker or approved equal.

C. Each panel shall be provided with a 120 VAC, power line surge protector:

1. Incoming 120 VAC Main Surge Protection basic specification.

a. Requirements:

i.	Mounting:	DIN Rail
ii.	Remote Fault Indicator:	Optical and N/C Contact
iii.	Surge Voltage Category:	Type 3

b. Model: Phoenix Contact PT 2-PE/S or approved equal

2.4 POWER SUPPLY AND UPS REQUIREMENTS:

A. Each panel shall be supplied with a 24 V DC power supply and an Uninterruptible power supply combination, if shown scheduled.

1. Power Supply basic specification:

a. Requirements:

i.	Type:	Primary Switched
ii.	Mounting:	DIN Rail
iii.	Input Voltage:	100 240 V AC
iv.	Output Voltage:	24 V DC +/-1%
v.	Status Indicator:	DC OK Green LED
vi.	Output Current:	Sized, with 50% safety factory

b. Model: Phoenix Contact Quint-PS Series or approved equal.

2. Uninterruptible Power Supply Unit basic specification:

a. Requirements:

i.	Battery:	Maintenance Free Lead-Gel
ii.	Mounting:	DIN Rail
iii.	Input Voltage:	24 V DC
iv.	Output Voltage:	24 V DC
v.	Status Indicator:	Four (4) LEDs
vi.	Status Outputs:	Three (3) 30 V DC, 1 A.
vii.	Buffer Period:	30 Minutes at Full Load, with external battery

b. Model: Phoenix Contact Quint-DC-UPS Series or approved equal.

2.5 TERMINAL AND FUSE BLOCKS:

A. Terminal and Fuse Blocks basic specification:

1. Requirements:

a.	Type:	IEC Listed, Screw Connection
b.	Mounting:	DIN Rail
c.	Terminal Contact Material:	Nickel Plated
d.	Set Screw Material:	Stainless Steel
e.	Fuse Blocks:	Blown Fuse Indicator
f.	Feed Through Blocks:	Single Level, Standard Size
g.	Discrete Circuit Feed Blocks:	Single Level, Standard Size
h.	Analog Circuit Feed Blocks:	Single Level, Knife Disconnect, Test Screws
i.	Color:	Match wire color identification

2. Model: Allen Bradley 1492-W Series or approved equal.

2.6 RELAYS:

A. Interposing Relay:

1. Each discrete circuit and spare circuits shall have an interposing relay in line to prevent any over voltage surge coming cross to the PLC I/O boards. Interposing relay shall be properly sized for each different circuit.

2. Requirements:

a.	Mounting:	Standard DIN Rail
b.	Model:	Indicator and Check Button
c.	Coil Rating:	As required
d.	Contact Rating:	SPDT 10A
e.	Contact Material:	Silver Cadmium Oxide

3. Model: IDEC RH1B Series or approved equal.

B. Control Relay:

1. Requirements:

a.	Mounting:	Standard DIN Rail
b.	Model:	Indicator and Check Button
c.	Coil Rating:	As required
d.	Contact Rating:	5PDT 10A
e.	Contact Material:	Silver Cadmium Oxide

2. Model: IDEC RH4B Series or approved equal.

2.7 SERVICE RECEPTACLE:

A. Each panel shall be supplied with a service receptacle, if shown scheduled.

1. Service receptacle basic specification.

a. Requirements:

i.	Mounting:	DIN Rail
ii.	Rating:	15 Amp 125V
iii.	Type:	Ground Fault Interrupter (GFCI)

b. Model: Allen Bradley 1492-REC15G or approved equal.

2.8 WIRING REQUIREMENTS:

A. Panel Connection Wire and Cable:

1. Cables and wiring shall conform to requirements specified below.

a. Power and Control Cable:

i. Single conductor stranded copper NFPA 70 Type MTW.

ii. Power wiring from the main circuit breaker to distribution breakers shall be 12 AWG minimum single conductor stranded copper.

iii. All other single conductor 120 VAC and 24 VDC power and common return wiring, common ground buses and all common logic bus circuits shall be No. 14 AWG minimum single conductor stranded copper.

iv. Circuits protected by 15 Amp circuit breakers shall be 14 AWG minimum single conductor stranded copper.

b. Signal Cable:

i. Discrete DI/DO cable shall be No. 16 AWG stranded copper conductor.

ii. Analog AI/AO cable shall be No. 18 AWG stranded copper twisted pair shielded cable.

B. Wire Tagging:

1. Panel connection wiring shall be tagged at terminations with machine printed slip on type tags.

2. Provide wire/cable tag designations on all wiring diagrams submitted to the OWNER. Place tag within two inches of any wiring termination, affixing tag to prevent the tag from sliding more than two inches from the terminal as the result of gravity and vibration.

3. Power and Control Circuits: Control circuit, logic bus and power circuit wires shall be tagged as follows:

a. Control Circuits: Individual connection wire tagged at both ends with a wire number. Placed tag on the wire within two inches of the terminal to which the wire is terminated. CONTRACTOR shall assign a unique number for each wire within a panel.

b. Power Circuits: All 120 VAC power wires tagged with the designation "120 VAC-" followed by the circuit breaker number shown on the Drawings, then followed by a letter designating whether the wire carries the line (L), neutral (N) or power ground (PG).

c. Positive 24 VDC Power Circuit and Power Bus Wires: Tagged with the designation "+24 VDC-" followed by the circuit breaker number shown on the Contract Drawings, and 24 VDC power returns shall be designated with "24 VDC COMMON".

4. Wire Colors: Control, logic bus and power conductors in panels shall have the insulation colors listed in Table 2.

Table 2	
Usage	Color
Line Power	Black
Neutral	White
Power Ground	Green
+24 VDC Panel Bus	Red
+24 VDC Field Bus	Orange
24 VDC Common	Gray
Control	Red
Status and Alarm	Blue

5. Signal Circuits:

   a. Signal circuit multi-conductor cables shall be tagged at each end with the designation shown on the wiring diagram. Each signal conductor shall be tagged at each end with the designation of the terminal block to which it is connected.

   b. Individual conductors in each pair of twisted-pair cable shall have distinctly different colors, such as black and white, black and clear.

   c. Shield ground common wires connected between drain wire terminals shall be green and shall be tagged "SG".

C. Terminal Tags, Covers and Markers:

1. Each terminal strip shall have a unique identifying alphanumeric code designation at one end and a plastic marking strip running the entire length with a unique number for each terminal.

2. Assign terminal strip numbers from the number "1" and continuing in ascending cardinal order. The terminal strip designation shall be the letters "TB" followed by the terminal strip number. The strip and terminal point designations shall be machine printed and l/8 inch high.

D. Wiring Within Panels:

1. Restrain by plastic ties or slotted plastic wire-ways with snap covers or metal raceways.

2. Hinge Wiring: Secure at each end so that bending or twisting will be around longitudinal axis or wire. Protect bend are with sleeve.

3. Arrange wiring neatly, cut to proper length, and remove surplus wire.

4. Provide abrasion protection for wire bundles which pass through holes or across edges of sheet meet.

5. Splicing and tapping of wires, allowed only at device terminals or terminal blocks.

6. Terminal 24V dc and analog signal circuits on separate terminals from ac circuit terminal blocks.

7. Separate analog and dc circuits by at least 6-inches from ac power and control wiring, except at unavoidable crossover points and at device terminations.

8. Arrange wiring to allow access for testing, removal, and maintenance of circuits and components.

9. Plastic wire ducts fill: Do not exceed manufacturer's recommendations.

10. Wires and cables shall have sufficient length to allow slack and to avoid any strain or tension in the wire or cable.

11. Placed in the ducts in a straight, neat and organized fashion and shall not be kinked, tangled or twisted together.

E. Wire Terminations:

1. Single wire and cable conductors shall be terminated according to the requirements of the terminal device.

2. For captive screw pressure plate and screw terminals, appropriately sized lugs shall be used. Lugs shall be crimp on type that form gas tight connections. All crimping shall be done using a calibrated crimping tool made specifically for the lug type and size being crimped.

3. On shielded cables, the drain wire shall be covered with insulating tubing along its full bare length between the cable jacket and the terminal lug or terminal pressure plate.

F. PLC I/O Wiring and Device Requirements:

1. All PLC I/O logic circuit wiring inside the LPU panel shall conform to the requirements specified below:

a. Discrete Input and Output Wiring Requirement:

i. Provide a fuse per common group.

ii. Each discrete input/output and each spare discrete input/output shall be furnished with an interposing relay hardwired to the feed through terminal as well.

b. Analog Input and Output Wiring Requirement:

i. Provide a fuse for each analog signal.

ii. Each analog input/output and each spare analog input/output shall be furnished with a surge protection device hardwired to the fed through terminal block. Surge protection device shall be Phoenix Contact PT-2X2 series or approved equal.

2.9 MISCELLANEOUS:

A. Face-mounted equipment shall be flush or semi-flush, with flat black escutcheons. Cutouts for future equipment and holes resulted from removal of existing devices shall be blanked off with suitable covers as required to retain the cabinet's NEMA rating. Component identification shall be hot ink stamped on the panel interior.

B. Hardware and Fittings: All miscellaneous hardware and fittings shall be Type 316 stainless steel.

2.10 MAIN DISCONNECT MEANS:

A. The main circuit breaker shall be a thermal-magnetic molded case breaker, Type FCL by Square D Company, or approved equal. Provide a flange mounted main power disconnect operating handle with mechanical interlock having a bypass that will allow the panel door to open only when the switch is in the OFF position.

2.11 MOTOR STARTER:

A. Type:

1. Magnetic Controller: NEMA ICS 2, Class A, full voltage, non-reversing, across the line, unless otherwise indicated.

2. Overload Relay: Ambient-compensated type with inverse-time-current characteristic and NEMA ICS 2, Class 20 tripping characteristic. Provide with heaters or sensors in each phase matched to nameplate full-load current of specific motor to which they connect and with appropriate adjustment for duty cycle.

B. Contactors:

1. Size contactors according to Drawings. Sizes below NEMA 1 are not acceptable. Provide three main poles, the number and type of auxiliary contacts to perform the required functions and two spare auxiliary contacts, one normally open and one normally closed, rated 10 amperes (NEMA contact rating designation A600).

2. Use double break contacts of silver-cadmium oxide or similar material to minimize sticking or welding.

3. Provide contactor coils suitable for continuous operation at 120 volts, 60 hertz.

C. Unless otherwise indicated larger on the Drawings, use the following minimum starter sized for motor horsepower and voltage. Under no circumstances shall smaller sizes be used even if mistakenly shown on the Drawings; IEC starters shall not be acceptable.

NEMA Size Starter	Horsepower 480 volt	Horsepower 208 volt
1	Up to 7.5	Up to 5
2	20	7.5
3	40	20
4	75	36
5	100	--

2.12 VARIABLE FREQUENCY DRIVES:

A. Description: NEMA ICS 2, pulse-width-modulated, variable frequency controller; listed and labeled as a complete unit and arranged to provide variable speed of an NEMA MG 1, Design B, 3-phase, induction motor by adjusting output voltage and frequency.

1. Provide unit suitable for operation of premium-efficiency motor as defined by NEMA MG 1.

B. Design and Rating: Match load type such as fans, blowers, and pumps; and type of connection used between motor and load such as direct or through a power-transmission connection.

C. Output Rating: 3-phase; 6 to 60 Hz, with voltage proportional to frequency throughout voltage range.

D. Unit Operating Requirements:

1. Input ac voltage tolerance of 380 to 500 V, plus or minus 10 percent.

2. Input frequency tolerance of 50/60 Hz, plus or minus 6 percent.

3. Minimum Efficiency: 96 percent at 60 Hz, full load.

4. Minimum Displacement Primary-Side Power Factor: 96 percent.

5. Overload Capability: 1.1 times the base load current for 60 seconds; 2.0 times the base load current for 3 seconds.

6. Starting Torque: 100 percent of rated torque or as indicated.

7. Speed Regulation: Plus or minus 1 percent.

8. Ambient Temperature: 0 to 40 deg C.

E. Isolated control interface allows controller to follow control signal over an 11:1 speed range.

1. Electrical Signal: 4 to 20 mA at 24 V.

F. Internal Adjustability Capabilities:

1. Minimum Speed: 5 to 25 percent of maximum rpm.
2. Maximum Speed: 80 to 100 percent of maximum rpm.
3. Acceleration: 2 to a minimum of 22 seconds.
4. Deceleration: 2 to a minimum of 22 seconds.
5. Current Limit: 50 to a minimum of 110 percent of maximum rating.

G. Self-Protection and Reliability Features:

1. Input transient protection by means of surge suppressors.

2. Under- and overvoltage trips; inverter over-temperature, overload, and overcurrent trips.

3. Motor Overload Relay: Adjustable and capable of NEMA 250, Class 20 performance.

4. Notch filter to prevent operation of the controller-motor-load combination at a natural frequency of the combination.

5. Instantaneous line-to-line and line-to-ground overcurrent trips.

6. Loss-of-phase protection.

7. Reverse-phase protection.

8. Short-circuit protection.

9. Motor over-temperature fault.

H. Automatic Reset/Restart: Attempts three restarts after controller fault or on return of power after an interruption and before shutting down for manual reset or fault correction. Restarting during deceleration shall not damage controller, motor, or load.

I. Power-Interruption Protection: Prevents motor from re-energizing after a power interruption until motor has stopped.

J. Panel-Mounted Operator Station: Start-stop and auto-manual selector switches with manual speed control potentiometer and elapsed time meter.

K. Integral Disconnecting Means: NEMA AB 1, molded-case switch with lockable handle.

L. Remote Indicating Circuit Terminals: Mode selection, controller status, and controller fault.

M. Line Reactor: Unit shall have 5% Line Reactor and 5% DC Bus Choke.

N. 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. Square D.
2. Danfoss.
3. Yaskawa.
4. Approved equal.

2.13 CONTROL POWER SOURCE:

A. 120 volts for control power shall be obtained with the use of a control power transformer. Each starter cubicle shall be equipped with two primary power leads connected to power phases 1 and 2 on the load side of the circuit breaker. Fuse both primary leads using fused pull-out type terminal blocks, appropriately identified. Fuse the secondary line leading from the transformer terminal X1. Ground the line leaving terminal X2.

2.14 PILOT DEVICES:

A. Indicating Lights:

1. Indicator lamps shall be heavy duty, industrial type, high-visibility LED, full voltage type. Units shall have screw on plastic lenses and shall have factory engraved legend plates as specified. Lens color shall as indicated in Table 2 and 3. For all control applications indicator lamps shall incorporate a push-to-test feature. Indicator lamps shall be by Allen-Bradley or approved equal.

B. Selector Switches:

1. Mode selector switches (HAND-OFF-AUTO, LOCAL-OFF-REMOTE, PUMP SELECTOR, LEAD-LAG, etc) shall be heavy-duty, industrial type with contacts rated for 120 VAC at 10 Amps continuous.

2. Units shall have standard size, with colors as indicated. Operators shall be black knob type.

3. Units shall have the number of positions and contact arrangements, as required. Units shall be single-hole mounting, accommodating panel thicknesses from 1/16-in minimum to 1/4-in maximum.

4. Selector switches shall be by Allen-Bradley or approved equal.

C. Push-Buttons:

1. Push-button, shall be heavy-duty, industrial type with momentary or maintained contacts as required, rated for 120 VAC at 10 Amps continuous.

2. Units shall have standard size, with colors as indicated. Button color shall as indicated in Table 2 and 3. Contact arrangement shall be as required.

3. Push-buttons shall be by Allen-Bradley or approved equal.

2.15 PUSHBUTTONS AND LIGHT COLORS AND INSCRIPTIONS:

A. Standard Pushbuttons Colors and Inscriptions: Use the following color code and inscriptions for pushbuttons, unless otherwise noted in the Instrument List.

1. Unused or Non-inscribed Buttons: Black.
2. Lettering Color:

a. Black on white and yellow buttons.
b. White on black, red and green buttons.

Table 2
Standard Pushbuttons

Tag Function	Inscription(s)	Color
OO	ON OFF	Red Green
0C	OPEN CLOSE	Red Green
OCA	OPEN CLOSE AUTO	Red Green White
OOA	ON OFF AUTO	Red Green White
MA	MANUAL AUTO	Yellow White
SS	START STOP	Red Green
RESET	RESET	Red
EMERGENCY STOP	EMERGENCY STOP	Red

B. Standard Light Colors and Inscriptions: Use the following color codes and inscriptions for service legends and lens colors for indicating lights, unless otherwise noted in the Instrument List.

1. Lettering Color:

a. Black on White and amber lenses.
b. White on red and green lenses.

Table 3 Standard Light Colors		
Tag Function	Inscription(s)	Color
ON	ON	Red
OFF	OFF	Green
OPEN	OPEN	Red
CLOSED	CLOSED	Green
LOW	LOW	Green
FAIL	FAIL	Red
HIGH	HIGH	Amber
AUTO	AUTO	White
MANUAL	MANUAL	Yellow
LOCAL	LOCAL	White
REMOTE	REMOTE	Yellow

2.16 ELAPSED TIME METER:

A. A six-digit, non-resettable elapsed time meter shall be connected to each motor starter. Meter shall be Bulletin 705, HK Series by Eagle Signal or approved equal.

2.17 ALARM HORN AND BEACON:

A. A failure alarm with horn and beacon light shall be provided. Silence and reset buttons shall be furnished. Alarm horn and beacon shall be by Federal Signal or approved equal.

2.18 TIME DELAY RELAYS:

A. Control relays shall be 300 Volt, industrial rated, plug-in socket type, housed in a polycarbonate dust cover, designed in accordance with UL Standard 508 for motor controller duty. Continuous contact rating shall be 15 Amps resistive, 1/2 Hp, at 120 VAC, with an operating temperature of minus 10 to plus 55 degrees C. NEMA open terminal block base. Relays shall be Allen Bradley 700-H or approved equal.

2.19 ALTERNATOR:

A. An alternator shall be provided to sequence motors. Alternator shall be Catalog No. 008-120-13SP or 009-120-23AP by Stacon; Square D, Class 9039, Type HG-21 or approved equal.

2.20 TIMERS:

A. Panel mounted timers shall be flush mounted, plug-in type, Eagle Signal Bulletin 125 cycle-flex or approved equal, with ranges as shown on the Drawings, or as required by the detailed mechanical equipment specifications.

2.21 POWER TERMINAL BLOCKS:

A. Power Wire Terminal Blocks (Motors, Solenoids, Valves, etc.):

1. Terminal blocks shall be NEMA Open System. Blocks shall be one-piece molded plastic blocks with screw type terminals and barriers rated for 600 volts.

2. Terminals shall be double sided and supplied with removable covers to prevent accidental contact with live circuits.

3. Terminals shall have permanent, legible identification, clearly visible with the protective cover removed.

4. Wires shall be terminated to the terminal blocks with crimp type, pre-insulated, ring-tongue lugs. Lugs shall be of the appropriate size for the terminal block screws and for the number and size of the wires terminated.

B. Terminal Tags, Covers and Markers:

1. Each terminal strip shall have a unique identifying alphanumeric code designation at one end and a plastic marking strip running the entire length with a unique number for each terminal.

2. Assign terminal strip numbers from the number "1" and continuing in ascending cardinal order. The terminal strip designation shall be the letters "TB" followed by the terminal strip number. The strip and terminal point designations shall be machine printed and l/8 inch high.

3. Terminal blocks carrying 120 VAC power circuits shall be provided with a transparent, hinged cover for personnel protection and accessibility.

2.22 NAMEPLATES AND TAGS:

A. Panel Nameplates: Enclosure identification located on the enclosure face.

1. Locations and Inscription: As shown.

2. Materials: Laminated plastic attached to panel with stainless steel screws.

3. Letters: 1/2-inch white on black background, unless otherwise noted.

B. Component Nameplates, Panel Face: Component identification located on panel face under or near component.

1. Locations and Inscription: As shown.

2. Materials: Laminated plastic attached to panel with stainless steel screws.

3. Letters: 3/16-inch white on black background, unless otherwise noted.

C. Component Nameplates, Back of Panel: Component identification located on or near component inside enclosure.

1. Locations and Inscription: As shown.

2. Materials: Adhesive backed laminated plastic.

3. Letters: 3/16-inch white on black background, unless otherwise noted.

D. Legend Plates for Panel Mounted Pushbuttons, Lights, and Switches.

1. Inscriptions: As shown.

E. Service Legends: Component identification nameplate located on face of component.

1. Inscription: As shown.
2. Materials: Adhesive backed laminated plastic.
3. Letters: 3/16-inch white on black background, unless otherwise noted.

F. Nametags: Component identification for field devices:

1. Inscription: Component tag number.
2. Materials: 16-gauge, Type 316 stainless steel.
3. Letters: 3/16-inch imposed.
4. Mounting: Affix to component with 16- or 18-gauge stainless steel wire or stainless steel.
5. Locations and Inscription: As shown.
6. Materials: Adhesive backed laminated plastic.
7. Letters: 3/16-inch white on black background, unless otherwise noted.

2.23 PROGRAMMABLE LOGIC CONTROLLER:

A. Requirements: When required by equipment specifications.

1. PLC CPUs shall support not less than 96K sixteen-bit words of base user memory. The actual amount or use memory required shall be adequate for the functions to be performed, plus an allowance of 100% for future expansion.

2. The CPU front panel will also include a RS-485 communication port for configuration, programming and diagnostics. It will also include and Ethernet 10/100 Base-T TCP/IP communication port. Additional communication ports shall be provided to allow for communication to Operator Interface Screen (OIS). Each process shall have 2 slots for a PCMCIA cards.

3. PLC shall be manufactured by Allen Bradley ControlLogix or approved equal.

2.24 OPERATOR INTERFACE SCREEN:

A. When required by equipment specifications; Operator Interface Screen (OIS) shall be similar to Allen Bradley, Series Panelview 1250 or approved equal.

2.25 SOURCE QUALITY CONTROL:

A. Factory Tests: Test and inspect assembled instrument panel in the factory for compliance with these specifications in accordance with Division 17 and the following:

1. Verify that each wiring connection is made properly by checking electrical continuity, assuring that connections have less than one Ohm resistance end to end, and that no cross continuity exists between separate circuits.

2. Conduct a test of all power circuits and power supply equipment to verify that proper voltages are delivered and all power supply equipment is operating according to the manufacturer's specifications.

3. Functionally test each electrical device specified in Part 2 to verify correct operation.

4. Test each input/output point. Inputs shall be exercised at the location in the panel the greatest distance in the circuit from the PLC chassis and verified through to the PLC processor. Results shall be demonstrated on a programming terminal. Each output shall be exercised from a programming terminal and verified through to the panel location the greatest distance in the circuit from the PLC chassis. At a minimum, analog inputs and outputs shall be tested at 0%, 25%, 50%, 75%, and 100% of range.

5. Test the operator interface unit, including simulated alarm conditions.

6. Test Ground Fault Interrupter (GFI) receptacles and circuit breakers for proper operation by methods sanctioned by the receptacle manufacturer.

7. At the OWNER's option, a representative OWNER may witness the testing. Submit test report.

PART 3 EXECUTION

3.1 PANEL FABRICATION:

A. General Requirements:

1. Panel with external dimensions and instruments arrangement as shown on Drawings. Adjustments, as necessary, can be made allowing each component to be mounted as recommended by the manufacturer, to facilitate easy installation, removal and in-place maintenance of each component, and to allow normal operation of the component by operating and maintenance personnel.

2. Component arrangements shall allow space for routing of wiring without kinking or bending around sharp edges, and for free flow of air around and through equipment, which requires ventilation for cooling.

3. Panel Construction and Interior Wiring: In accordance with the National Electrical Code, state and local codes, NEMA, ANSI, UL and ICECA.

4. Fabricate panels, install instruments, wire, and plumb at the PICS factory.

5. Electrical Work: Comply with the requirements of Division16 Electrical.

B. Factory Assemble: Assemble panels at the manufacturer's factory. No fabrication other than correction of minor defects or minor transit damage will be performed at the Project site.

C. UL Label: Provide UL label on each panel stating "Listed Enclosed Industrial Control Panel."

3.2 FACTORY TESTS:

A. Factory Tests: Test and inspect assembled instrument panel in the factory for compliance with these specifications in accordance with Division 17 and the following:

1. Verify that each wiring connection is made properly by checking electrical continuity, assuring that connections have less than one Ohm resistance end to end, and that no cross continuity exists between separate circuits.

2. Conduct a test of all power circuits and power supply equipment to verify that proper voltages are delivered and all power supply equipment is operating according to the manufacturer's specifications.

3. Functionally test each electrical device specified in Part 2 to verify correct operation.

4. Test each input/output point. Inputs shall be exercised at the location in the panel the greatest distance in the circuit from the PLC chassis and verified through to the PLC processor. Results shall be demonstrated on a programming terminal. Each output shall be exercised from a programming terminal and verified through to the

panel location the greatest distance in the circuit from the PLC chassis. At a minimum, analog inputs and outputs shall be tested at 0%, 25%, 50%, 75%, and 100% of range.

5. Test the operator interface unit, including simulated alarm conditions.

6. Test Ground Fault Interrupter (GFI) receptacles and circuit breakers for proper operation by methods sanctioned by the receptacle manufacturer.

B. At the OWNER's option, a representative OWNER may witness the testing.

C. Test Report: Prepare a test report of findings for approval prior to shipment.

3.3 PANEL INSTALLATION:

A. CONTRACTOR shall coordinate panel delivery with the construction of the control room and panel locations to minimize field handling. Install panel as shown on the Drawings, in accordance with the shop drawings, and the manufacturer’s instructions.

3.4 PROGRAMMABLE LOGIC CONTROLLER:

A. Provide register map and field assistance to the plant control system integrator to provide required I/O for monitoring and control.

3.5 FIELD TESTING AND TRAINING:

A. Field Testing and Training Requirements: Comply with the requirements of Division 01.

3.6 CLEANING AND ADJUSTING:

A. Repair affected surfaces to conform to type, quality, and finish of surrounding surface.

B. Cleaning: Upon completion of Work, remove materials, craps, and construction debris from interior and around exterior of panels.

3.7 PROTECTION:

A. Protect panels and other equipment containing electrical, instrumentation and control devices, including spare parts, from corrosion through the use of corrosion-inhibiting vapor capsules.

B. Periodically replace capsules in accordance with capsule manufacturer’s recommendations.

END OF SECTION

SECTION 11060

PUMPING EQUIPMENT: BASIC REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY:

A. Section Includes:

1. Pumping equipment.

B. Related Specification Sections include but are not necessarily limited to:

1. Division 01 - General Requirements.
2. Section 09800 - Painting and Protective Coatings.
3. Section 11005 - Equipment: Basic Requirements.

1.2 QUALITY ASSURANCE:

A. Referenced Standards:

1. Hydraulic Institute (HI):

a. 14.6, Rotodynamic Pumps for Hydraulic Performance Acceptance Tests.

B. Fully coordinate all mechanical seal systems specified to ensure pump and seal compatibility.

C. Pump/motor and VFD coordination: See Specification Section 11005.

1.3 DEFINITIONS:

A. The abbreviations are defined as follows:

1. IPS: Iron Pipe Size.
2. NPSHR: Net Positive Suction Head Required.
3. TDH: Total Dynamic Head.
4. TEFC: Totally Enclosed Fan Cooled.
5. VFD: Variable Frequency Drive.

B. Pump Service Category: Pump or pumps having identical names (not tag numbers) used for specific pumping service.

1.4 SUBMITTALS:

A. Shop Drawings:

1. See Division 01 for requirements for the mechanics and administration of the submittal process.
2. See Specification Section 11005.

3. Product technical data including:

a. Performance data and curves with flow (gpm), head (FT), horsepower, efficiency, NPSH requirements, submergence requirement.

b. Pump accessory data.

c. Bearing supports, shafting details and lubrication provisions.

i. Bearing life calculations.
ii. Critical speed calculations.

d. Solids passage information.

4. Certifications:

a. Certified pump performance curves as described in the SOURCE QUALITY CONTROL Article.

5. Test reports:

a. Factory hydrostatic test.

B. Operation and Maintenance Manuals:

1. See Division 01 for requirements for:

a. The mechanics and administration of the submittal process.
b. The content of Operation and Maintenance Manuals.

C. Informational Submittals:

1. Certifications:

a. Provide a written statement that manufacturer's equipment has been installed properly, started up and is ready for operation by Owner's personnel.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:

1. Pumps:

a. See individual pump specification sections.

2. Mechanical seals:

a. Chesterton.

b. Garlock.
c. Or as noted in the individual pump specification sections.

3. Seal water station:

a. Chesterton.
b. John Crane.
c. AESSEAL.

B. Submit request for substitution in accordance with Division 01.

2.2 CENTRIFUGAL PUMP DESIGN:

A. Provide units with increasing head characteristics from the end run out portion of the curve to shut-off condition.

2.3 ACCESSORIES:

A. See Specification Section 11005.

B. Each Unit:

1. Lifting eye bolts or lugs.
2. Plugged gage cock connection at suction and discharge nozzles.
3. Tapped and plugged openings for casing and bearing housing vents and drains.
4. Fittings for properly adding flushing lubricant.
5. Pressure relief fittings for grease lubrication.

C. Packing Seal:

1. Provide packing unless mechanical seal is specified in narrow-scope pump sections.
2. Minimum of five (5) rings graphite impregnated synthetic packing.
3. Provide minimum 1/4 IN DIA supply tap and 1/2 IN DIA minimum drain tap.
4. Provide split Teflon or bronze water seal ring.
5. Adjustable split follower cast iron or bronze gland.

D. Mechanical Seals:

1. Provide as specified in the narrow-scope pump sections.
2. Provide rotating balanced O-ring type.
3. Provide water lubrication - cooling.
4. Materials:

a. Metal parts except springs: 316 stainless steel.
b. Springs: Hastelloy C.
c. Seal faces: Unfilled carbon graphite versus silica-free Grade 99.5 ceramic.
d. Elastomers: Viton.

E. Seal Water Station:

1. Provide one (1) unit per pump with manual shut-off valve on all pumps with seals.

2. Features:

   a. Pressure regulating.
   b. Flow regulating.
   c. Cleanable flow tube(s) while in service.
   d. Hose barb connection.
   e. Liquid filled pressure gage.

3. Materials of construction:

   a. Flowmeter tubes: Polysulfone.
   b. Unit body: Polyoxymethylene.
   c. Pressure gage: 316 stainless steel case and wetted parts.
   d. Pressure regulating valve: 316 stainless steel.
   e. Flow regulating valve: 316 stainless steel.
   f. Tube fittings: 316 stainless steel.
   g. Mounting brackets: 316 stainless steel.

4. Service:

   a. Temperatures up to 150 DegF.
   b. Pressure up to 140 psig.

5. Connection:

   a. Hose barb threaded to pump.
   b. Hose barb to seal water unit.
   c. Reinforced polyurethane hose:

      i. Minimum size: 3/8 IN ID.
      ii. Minimum pressure rating:

         - At 180 Deg F: 115 psi.
         - At 73 Deg F: 200 psi.

      iii. Minimum wall thickness: 1/8 IN.

   d. Non-potable water to shut-off valve: Cooper with bronze isolation valve.

6. Mounting:

   a. To pump or pipe flange with stainless steel bracket.

   b. Maximum distance from non-potable water to shut-off ball valve to seal water station and seal water station to pump seal, 2 FT each direction.

2.4 FABRICATION:

A. Pump Support:

1. Design base to support weight of drive, shafting and pump.

2. Comply with HI vibration limitations.

3. Mount horizontal pump, motor and coupling on single piece drip lip type baseplate.

4. Mount vertical pumps on single piece pedestal baseplate.

5. Fabricate to withstand all operating loads transmitted from the pump and drive.

2.5 SOURCE QUALITY CONTROL:

A. If specifically required in the individual pump specification sections, provide factory tests:

1. All units:

a. Conduct tests in accordance with HI.

i. Shut-off head and design condition: Positive unilateral performance tolerance meeting Grade 1U per HI 14.6.

b. Hydrostatic test at 150 percent of shut-off head for a minimum of 5 minutes.

2. Adjustable speed units:

a. Head (FT) verses flow (gpm) pump curves:

i. Maximum, minimum and two (2) equally spaced intermittent speeds.
ii. Efficiencies along each curve.
iii. Brake horsepower along each curve.

3. Constant speed units:

a. Head (FT) versus flow (gpm) pump curves:

i. Efficiencies along curve.
ii. Brake horsepower along each curve.

4. Results certified by a registered professional engineer.

B. Statically and dynamically balance each pump per HI standards.

PART 3 EXECUTION

3.1 INSTALLATION:

A. See Specification Section 11005.

B. Floor or Pad-Mounted Units (Non-Submersible):

1. Align vertically and horizontally level, wedge and plumb units to match piping interfaces.

2. Assure no unnecessary stresses are transmitted to equipment flanges.

3. Tighten flange bolts at uniform rate and manufacturer's recommended torque for uniform gasket compression.

4. Support and match flange faces to uniform contact over entire face area prior to bolting pipe flange and equipment.

5. Permit piping connecting to equipment to freely move in directions parallel to longitudinal centerline when and while bolts in connection flange are tightened.

6. Grout equipment into place prior to final bolting of piping but not before initial fitting and alignment.

7. Assemble connecting piping with gaskets in place and minimum of four (4) bolts per joint installed and tightened.

a. Test alignment by loosening flange bolts to see if there is any change in relationship of piping flange with equipment connecting flange.

b. Realign as necessary, install flange bolts and make equipment connection.

8. Field paint units as defined in Specification Section 09800.

9. Provide pressure gage on discharge of all pumps and on suction and discharge of all non-submersible units.

C. Submersible Units:

1. Assemble connecting piping with gaskets in place and minimum of four (4) bolts per joint installed and tightened.

a. Test alignment by loosening flange bolts to see if there is any change in relationship of piping flange with equipment connecting flange.

b. Realign as necessary, install flange bolts and make equipment connection.

2. Field paint units as defined in Specification Section 09800.

3. Provide pressure gage on discharge of all pumps and on suction and discharge of all non-submersible units.

3.2 FIELD QUALITY CONTROL:

A. Provide services of equipment manufacturer's field service representative(s) to:

1. Inspect equipment covered by this Specification Section.

2. Supervise pre-start adjustments and installation checks.

3. Conduct initial startup of equipment and perform operational checks.

4. Instruct Owner's personnel for the specified minimum number of hours at jobsite per Division 01 on operation and maintenance of each of following pumping equipment:

a. Section 11350 - Pumping Equipment: Progressive Cavity Pumps, 16 HRS.

END OF SECTION

SECTION 11145

SLUDGE DEWATERING VOLUTE PRESS

PART 1 GENERAL

1.1 SCOPE:

A. Section Includes:

1. A complete sludge dewatering volute press for dewatering sewage sludge.

2. Drive motors, gear reducers, support legs, anchor bolts, internal piping and wiring, controls, sludge feed pump, polymer feed system, and all other accessories and appurtenances required for a complete and properly operating system.

3. Manufacturer representation and assistance during installation, startup, and testing.

B. Contractor shall coordinate all details of the equipment with other related parts of the work. He shall verify that all structures, piping, wiring, and equipment components are compatible. Contractor shall furnish a two-stage flocculation tanks with mixing tank with gear motor and mixing impellers as shown. Contractor shall complete all structural and other alterations required to accommodate equipment differing in dimensions or other characteristics from these specifications and drawings, at his own expense.

1.2 RELATED SECTIONS

A. Section 11005 “Equipment Basic Requirements” (including motor specifications).

B. Section 11169 “Double Disc Pump”.

C. Section 11350 “Progressive Cavity Pumps”.

D. Section 11410 “Polymer System”.

E. Section 14551 “Screw Conveyors”.

F. Section 16950 “Vendor Supplied Control Panels”.

1.3 REFERENCES:

A. American Society for Testing and Materials (ASTM) Publications:

1. Section A322: Carbon and Alloy Steel Bar Specifications.

2. Section A507-10: Standard Specification for Drawing Alloy Steel, Sheet and Strip, Hot-Rolled and Cold Rolled.

B. Anti-Friction Bearing Manufacturers Association (AFBMA) Publications:

1. Standard 9-90 Load Ratings and Fatigue Life for Ball Bearings.
2. Standard 11-90 Load Ratings and Fatigue Life for Roller Bearings.

C. American Institute of Steel Construction (AISC) Publications.

D. American Welding Society (AWS) Publications.

E. American Structures Painting Council (ASPC) Publications.

1.4 SUBMITTALS:

The following information shall be submitted to the Engineer in accordance with Section 01300. Submittals shall include the following:

A. Product Data: Include the following:

1. Descriptive literature, brochures, catalogs, cut-sheets and other detailed descriptive material of the equipment.

2. Motor characteristics and performance information.

3. Gear reducer data including service factor, efficiency, torque rating, and materials.

4. Parts list including a list of recommended spare parts.

B. Shop Drawings: Include the following:

1. Manufacturer's installation drawings.
2. Wiring and schematic diagrams.

C. Operations and maintenance manual: See Section 01300.

D. Detailed installation instructions, with clear step-by-step points on the correct mechanical and electrical installation procedures.

E. Equipment weights and lifting points.

F. Recommendations for short and long-term storage.

G. Failure to include all drawings applicable to the equipment specified in this section will result in rejection of the entire submittal with no further review.

1.5 QUALITY ASSURANCE:

A. To ensure quality, conformance, and reliability with regard to the manufacturing and production of the machinery described in this section, the equipment manufacturer shall meet the requirements listed in this section.

B. All stainless steel components and structures shall be pickled and passivated. After pickling, the equipment shall be washed with a high-pressure wash of cold water to remove any remaining surface debris and promote the formation of an oxidized passive layer.

C. Volute Press shall be manufacturer's standard product and shall only be modified as necessary to comply with the drawings, specifications, and specified service conditions.

D. All welding shall be performed in accordance with American Welding Society (AWS) D1.1 Structural Welding Code, or equivalent.

E. All equipment shall be designed, fabricated, and assembled in accordance with recognized and acceptable engineering and shop practice. Individual parts shall be manufactured to standard sized and thicknesses so that repair parts can be installed in the field. Like parts of duplicate units shall be interchangeable. Equipment shall not have been in service prior to delivery, except as required by testing.

F. Each major component of equipment shall have the manufacturer's name, address and product identification on a nameplate securely affixed to the equipment.

1.6 DELIVERY, STORAGE, AND HANDLING OF EQUIPMENT:

A. Equipment shall be shipped and delivered fully assembled, except where partial disassembly is required in order to conform to transportation regulations or for the protection of components.

1.7 WARRANTY:

A. The manufacturer shall provide a warranty on equipment against manufacturer's defects for twenty-four (24) months, commencing on the date of Owner-accepted substantial completion of the project. If the equipment should fail during the warranty period due to a defective part, it shall be replaced and the unit restored at no cost to the owner, including both service and parts.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:

1. PWTech, Inc.
2. Or Engineer-approved equivalent.

2.2 PERFORMANCE AND DESIGN REQUIREMENTS:

A. Number of volute press(es): One (1).

B. Number of barrels per volute press: Two (2) with the provisions for a total of 4 barrels. Base bid shall include two barrels in the initial supply, with additive alternates to provide additional barrels.

C. Sludge to be dewatered shall be well-mixed and well blended having the following characteristics:

1. Sludge type: backwash from dual media filters treating settled from solids storage tank.

2. Solids concentration: Approximately 1.0%-3.0%.

3. Volatile solids ratio: N/A

D. System Design Capacity: The volute press shall be capable of dewatering from 70 to 140 gallons per minute (GPM) of the specified sludge (355 to 710 pounds dry solids per hour) to a minimum final solids content of 15%.

E. Barrel Design Capacity: A single volute press barrel must be capable of dewatering up to 70 GPM of the specified sludge at 1% solids or less (or up to 355 pounds dry solids per hour at 1.5% solids or more) to a minimum final solids content of 15%.

1. The solids capture rate shall be a minimum of 95%.

F. Location: Volute press and all appurtenances shall be suitable for installation outdoors under a roof canopy, as shown.

1. Ambient temperature range: 0°F to 120°F

G. Volute press shall be suitable for the available wash water supply:

1. Effluent water from non-potable water system.

2. Available pressure: 70 psi.

3. Maximum usage: 30 gallons per minute; up to 5,000 gallons per day for all spray bars.

4. Connection: 2-inch female threaded connection. Contractor shall adapt the water supply to the connection provided on the screen.

5. Manufacturer shall supply a strainer of appropriate mesh size if required.

H. Power Supply: 480 V, 60 Hz, 3 phase.

I. All parts of the volute press shall be designed and appropriate for the service specified and for continuous operation.

J. All parts shall be designed and manufactured to handle the forces that may be exerted on the volute press during fabrication, shipping, erection, and proper operation according to the O&M manual.

K. All components shall be so arranged that they can be serviced from the operating floor.

L. All components shall be balanced so that jamming at any point will not result in structural failure, but will cause the drive motor to stall. All components, including the gear reducer, shall be designed to withstand, without damage or permanent distortion, the full stalling torque of the drive motor.

2.3 MATERIALS:

A. Volute press shall be manufactured from AISI 304SS stainless steel. In particular, drum rings, screw, shaft, covers; and support legs shall be made of this material. Fasteners and anchor bolts shall be 316SS.

B. Bearings shall be anti-friction, and without the need for grease lubrication.

2.4 VOLUTE PRESS DESIGN:

A. The volute press shall be installed inclined (at 15º). Dewatering of the sludge shall take place in a dewater drum, which consists of fixed and moving rings. The fixed rings shall be concentric and parallel. The fixed rings shall be equally spaced apart for each section of the dewatering drum. The moving rings must be placed between the fixed rings and will move freely between the fixed rings. The volute press barrel length shall be a minimum of 7 ft (2134mm). The drum diameter shall be a minimum of 12 in (305 mm).

B. The volute press shall be completely enclosed to prevent odor emission. The whole dewatering section and basket area shall be easily accessible through an inspection lid.

C. A screw shall be installed inside of the drum casing. The screw transports the sludge from the inlet to the discharge area at the end of the pressure zone. Its shaft diameter shall be conical towards the discharge section of the machine.

D. The screw shall be shafted and shall be made of stainless steel. A shaft-less screw is not acceptable. A bearing shall support the discharge end of the screw shaft. Wear strips are not acceptable.

E. A screw drive shall be provided at the sludge feed side of the press. The nominal motor power shall be the manufacturer's standard size for the model provided. The motor speed shall be controlled with a VFD. The drive unit shall be coupled to the screw shaft through a gearbox.

F. The cleaning of the drum rings from the outside shall be performed with a spray bar washing system made of stainless steel piping and PVDF or stainless steel spray nozzles.

G. Sludge cake shall be automatically discharged through a rectangular sludge discharge opening. The discharge height shall be a minimum of 2 feet above floor level. Contractor shall coordinate discharge with conveyor.

H. Manufacturer shall provide a discharge chute to direct the dewatered solids to the conveyor system as shown. Slope of chute shall be at least 40° above horizontal so that solids exit chute by gravity.

I. Contractor shall provide 8-inch diameter drain lines for the filtrate and connect it to the bottom drain connection of the volute press, as shown. The drain line shall also be provided with a 2-inch flush connection with manual ball valve.

2.5 DEWATERING DRUMS:

A. The dewatering drums will be constructed of ATSM type 304 SS. All circular components will be laser cut to ensure maximum evenness of wear and therefore operating life.

B. Assembly will be undertaken in such a way that all fixed rings are concentric and parallel. All fixed rings will be equally spaced apart for each section of the dewatering drum. When mounted on the retaining rods and installed, all moving rings will move freely between the fixed rings.

C. Each Dewatering Drum shall be equipped with individual spray bars. Each spray bar shall consist of a spray pipe fitted with spray nozzles, located above the dewatering drum. The spray pipe and spray nozzle assembly shall be readily removable. Nozzle spacing and spray pattern shall be such that the sprays from adjacent nozzles overlap one another on the dewatering drum surface. The sprays will operate periodically and will remove solids built up externally on the drum such that over time no significant buildup of solids occurs on the drum.

D. Each Dewatering Drum will have a drive motor:

1. The volute press shall be driven by a shaft mounted gearbox and motor assembly. The gear reducer shall be bolted to a machined flange welded to the lower end of the press.

2. The Dewatering Drum drive motor will be a one piece gearmotor. Gearmotors will be hollow shaft design designed to drive the dewatering drum screws with no additional couplings or joints. Motors will be filled with grease on assembly and sealed for life. Screw rotational speed shall be obtained through a hypoid reduction gear. Input power to the dewatering drum drive shall be supplied through an A.C. variable frequency drive unit.

3. Drive Motor Data:

a.	Minimum Horsepower:	2
b.	Maximum Horsepower:	5
c.	Power Requirements:	208/240/480 VAC, 3 phase, 60 hertz
d.	No load motor speed:	1760 RPM
e.	Gear Reduction:	504:1
f.	Output shaft speed:	3.5 RPM @ 60Hz
g.	Insulation Class:	IP56

h.	Enclosure:	TEFC
i.	Enclosure material:	Die Cast Aluminum
j.	Service Factor:	1.15

2.6 INTERNAL PIPING:

A. Contractor shall provide connecting piping including the sludge feed pipe as shown including the flocculation pipe. The magnetic-inductive sludge flow meter, polymer-dosing ring, and polymer mixing valve shall be provided by the volute press manufacturer and installed by the Contractor.

2.7 Mixing and Flocculation Tanks

A. Each Volute Dewatering Press shall have an integrated two-stage mixing system comprising of a flash/rapid mix tank and flocculation tank, each with mixers and drive motors. Tank sizing and design will ensure adequate residence times and mixing conditions to ensure complete flocculation and satisfactory dewatering performance. Tank design will minimize the possibility of any short circuiting of flow.

B. Design and manufacture of tanks and spill trays must ensure no leakage or spillage of fluids under normal working conditions.

C. Mixing and flocculation tanks will be manufactured in type 304 stainless steel and will be a minimum of 11 gauge (0.12″). Tanks and spill containment trays will be fully welded internally and externally.

D. Each Mixer will have a drive motor:

1. The mixer and flocculation tank drive motors will be a one piece gearmotor. Gearmotors will be hollow shaft design designed to drive the mixing impeller shafts with no additional couplings or joints. Motors will be filled with grease on assembly and sealed for life. Mixer rotational speed shall be obtained through a hypoid reduction gear. Input power to the dewatering drum drive shall be supplied through an A.C. variable frequency drive unit allowing variable mixing energy to be input to the system.

2. Flash Mixing tank drive motor data:

a.	Maximum Horsepower:	1
b.	Power Requirements:	480 VAC, 3 phase, 60 hertz
c.	No load motor speed:	1760 RPM
d.	Gear Reduction:	15:1
e.	Output shaft speed:	180 RPM @ 60Hz
f.	Insulation Class:	IP65
g.	Enclosure:	TEFC
h.	Enclosure material:	Die Cast Aluminum
i.	Service Factor:	1.15

3. Flocculation tank drive motor data:

a.	Maximum Horsepower:	3

b.	Power Requirements:	480 VAC, 3 phase, 60 hertz
c.	No load motor speed:	1760 RPM
d.	Gear Reduction:	60:1
e.	Output shaft speed:	30 RPM @ 60Hz
f.	Insulation Class:	IP65
g.	Enclosure:	TEFC
h.	Enclosure material:	Die Cast Aluminum
i.	Service Factor:	1.15

2.8 SLUDGE FEED PUMP:

A. The supply of sludge to the volute press will be a duplex progressive cavity sludge feed pump system.

B. Refer to Section 11350, "Progressive Cavity Pumps," or Section 11169 "Double Disc Pumps" for requirements.

2.9 POLYMER SYSTEM:

A. System shall be designed for the preparation, aging and dosing a polymer solution between 0.1% and 1% having an active polymer concentration between 30.0% and 75.0%.

B. The polymer station shall be self-contained with pumps, piping, fittings, and accessories, and shall be factory assembled and tested to eliminate field assembly work. The frame shall be 304 stainless steel and the piping shall be Sch. 80 PVC.

C. A polymer mixing chamber shall be provided. A high energy, multi-zoned, hydro-mechanical mixing device shall be provided. The mixing chamber shall have a translucent front cover.

D. The hydro-mechanical impeller shall be designed to produce variable intensity, back flow mixing action to optimize polymer performance without damaging polymer molecular structure.

E. The mixer motor shall be 0.5 hp, 1750rpm, 480 V, 60 Hz, wash down duty.

F. Materials: Impeller - PVC; body of mixing device – PVC; cover – clear lexan; fastener – 316 SS; seals – viton; pressure rating – 150 PSI.

G. The polymer system shall be suitable for the dilution water supply:

1. Water from potable water system.

2. Available pressure: 70 psi.

3. Maximum usage: 10 gallons per minute.

4. Connection: 2-inch female threaded connection. Contractor shall adapt the water supply to the connection provided on the screen.

5. Manufacturer shall supply a strainer of appropriate mesh size if required.

H. Provide accessories for the dilution water supply including a UL listed solenoid valve (rated IP65), and a flow meter with a rate adjusting valve, and low pressure alarm switch.

I. A neat polymer metering pump with hose connector shall be provided and connected through a barbed hose to the polymer mixing device. The neat polymer pump shall be a progressive cavity type pump suitable for a 120 VAC, 1 PH, 60 Hz power supply.

J. Control Panel: NEMA 4X enclosure, 120 VAC, 1 PH, 60 Hz power supply.

1. Operator interface – discrete selector switch (ON/OFF/REMOTE); mechanical mixer speed adjustment potentiometer; stroke length / stroke speed adjustment at metering pump.

2. Status / Alarm indicators: system running indication; LCD display of metering pump rate (on metering pump); low pressure switch alarm.

3. Inputs: remote start / stop (discrete dry contact); pacing signal from main control panel (4-20mA).

4. Outputs: system running (discrete dry contact); remote mode (discrete dry contact); low pressure alarm (discrete dry contact); status of feed pump.

K. The pressure side of the polymer system shall be connected through a 2-inch diameter PVC pipeline and a magnetic inductive flow meter to the polymer injection ring.

L. Accessories:

1. Hydro-Mechanical Mixer: A horizontally mounted hydro-mechanical mixer shall be supplied for mixing neat polymer contents. Mixer shall include a ½ hp, 1725 rpm TEFC motor with 28 inch long mixer shaft, (2) 4 inch long collapsible mixing blades, 8 foot power cord and on/off switch. Mounting plate shall include 2 inch bung mount and shall be constructed of mild steel with powder epoxy coating. Electrical requirements shall be 120 VAC/ 1 phase/ 60 Hz. Mixer shall be Neptune Model H-3.0 or Engineer-approved equivalent.

2. Drum pipe connection (drumstick) including fabricated piece to reach to near bottom of polymer drum and completely evacuate its contents. Material of construction shall be PVC. Drumstick shall be supplied with 2 inch NPT and ¾ inch NPT connections for connection to either drum port.

3. Polymer drum suction assembly: The assembly shall include quick disconnect cam-lock fittings, a full port ball valve, and 10 feet of braided PVC hose.

2.10 CONTROL PANEL:

A. The Volute Dewatering Press shall have an integrated electrical and control system that will allow for safe, simple and automated operation of the unit. All electrical work, motors and drives will comply with any relevant NEMA standards.

B. The electrical control system will be able to accept remote start and stop signals, and will have outputs for unit in operation, and unit alarms to an external PC.

C. Control Panel Features:

1. Control Panel will be UL listed.

2. Enclosures: Control panel enclosures shall be wall mounted or free-standing, fabricated of type 304 stainless steel and shall be suitable for NEMA 4X service.

3. The control panel shall accept a 480 volt, 60 hertz, 3 phase ac power input. A main disconnect circuit breaker and operator mechanism shall be included. When the disconnect is in the open position, all power shall be removed from the control system.

4. IEC rated motor starters shall be provided for all non-VFD and DC motors.

5. Variable frequency drives (VFD) shall be provided for the dewatering drum drive and mixing and flocculation tank agitators.

6. Short circuit protection for system components shall be accomplished utilizing fuses. Individual thermal overload protection shall be provided.

7. A transformer shall be included that will provide 120 volts, ac for the polymer dilution and dosing system and control system.

8. A Programmable Logic Controller (PLC) will control all timing and switching functions.

D. External Enclosure Features

1. The external door of the panel will have the following switches and indicators:

a. Main Isolating Switch (Circuit Breaker)
b. An emergency stop button which shall be a mushroom head style pushbutton that when depressed shall immediately de-energize all moving equipment in the system.

2. Within a widowed enclosure mounted on the panel door:

a. HMI Touch Screen

b. An H-O-A system switch to switch the system from Auto to off to manual modes
c. Power on Light (white)
d. An Operating Light -for when the unit is actually in operation - (green)

3. In addition to items located on the main enclosure door:

a. An Alarm Light - a flashing light located on the top of the panel (red)

2.11 PROGRAMMABLE LOGIC CONTROLLER (PLC):

A. Each Volute Dewatering Press will be provided with a Allen Bradley CompactLogix PLC (or approved equal), installed, wired and programmed to perform the following functions:

1. Operational Control

a. Control of all components of the Volute Press - system including the ability to set times and operating speeds for the duplex feed pump system, screw conveyor, dewatering drums, mixers, polymer dosing system and wash-down sprays.

2. System Tuning

a. PLC will allow suitably qualified operators to adjust operating parameters such as delay timers for fault alarms and system calibration constants.

3. Monitoring Operation

a. PLC will allow the operator to inspect the operation of all the components including indicators such as output frequency, current draw, thermal condition, elapsed operating times, and any faults present. Operator will be able to view approximated readouts of all operational speeds and flowrates relevant to the operation of the system.

4. Manual operation of components

a. Operator will be able to manually operate each item of equipment from the PLC interface for inspection and maintenance reasons.

2.12 SPARE PARTS

A. Provide spare parts recommended by manufacturer, including at a minimum:

1. One (1) dewatering drive motor.
2. One (1) mixer drive motor.
3. One (1) flocculator drive motor.

4. One (1) bearing assembly for shaft.
5. One (1) solenoid valve 1-inch, 110V, Class 1 / Div. 2 for spray bar washing system.
6. Ten (10) nozzles for spray bar washing system.
7. Two (2) hydro-mechanical mixer impellers.
8. Two (2) motorized agitators for flocculation tank.

B. Spare parts shall be packaged with labels indicating the contents of each package, and shall be delivered to Owner as directed.

PART 3 EXECUTION

3.1 INSTALLATION:

A. The grit pumping equipment shall be installed in accordance with the system manufacturer's recommendations as approved by the ENGINEER.

3.2 FIELD QUALITY CONTROL:

A. Retain a qualified representative of the manufacturer to perform the following services:

1. Oversee installation of the equipment specified herein.

2. Inspect the completed installation and note deficiencies.

3. Be present and assist the CONTRACTOR during start-up, adjusting, and site testing of completed installation.

4. Furnish test forms and procedures for field testing.

5. Instruct OWNER's personnel in the operations and maintenance of the equipment with minimum services as follows.

a. Installation assistance: As required.

b. Owner personnel instruction, classroom and jobsite: 4 hrs.

c. Plant startup: 8 hrs.

d. Coordinate training and start-up with Owner's personnel.

e. Owner may videotape training.

f. Manufacturer shall make four additional trips to the job site, at 3 months, 6 months, 12 months and 24 months to inspect and provide troubleshooting support of the equipment.

6. Prepare manufacturer's installation report and submit within 30 days after completion of field testing. Include the following information:

a. Field testing results.

b. Descriptions of installation deficiencies not resolved to the manufacturer's satisfaction.

c. Description of problems or potential problems.

d. Names of OWNER personnel who attended operations and maintenance training sessions.

e. Record copy of materials used for training session including outlined summary of course.

B. Field representatives shall have a minimum of five (5) years of experience with the operation of and training on this type of equipment.

1. Factory personnel will be required to perform this service. Sales representatives will only be considered acceptable service technicians if they have three (3) years of experience with the operation of and training on this type of equipment from the manufacturer being supplied and have started up 10 units of a similar size and type from the manufacturer.

C. Field Testing:

1. Testing and startup schedule shall be submitted to ENGINEER for approval.

2. Test Procedure: Verify proper operation.

END OF SECTION

SECTION 11169

DOUBLE DISC PUMPS

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Under this section the Contractor shall provide and install two (2) variable speed double disc sludge pumps and accessories. The pump transfers sludge from the new sludge storage tank to the solids dewatering system.

1.2 REFERENCES:

A. American National Standards Institute (ANSI).

B. ASTM International (ASTM), A48, Standard Specification for Gray Iron Castings.

C. Hydraulic Institute (HI).

1.3 SUBMITTALS:

A. Submit product data for approval in accordance with Section 01300.

B. As a minimum, include the following:

1. Manufacturer's standard descriptive bulletins.

2. Sizing calculations.

3. Pump performance curve showing performance of pump to be provided. All extraneous information and curves shall be deleted. Specified operating points shall be indicated on the curve.

4. Printed instructions for delivery, storage, assembly, installation, start-up, adjustment and operation.

5. Operation and maintenance information to include: procedures for routine maintenance; parts lists with illustrations; lubrication identification and recommendations.

1.4 QUALITY ASSURANCE:

A. The equipment manufacturer shall be experienced in manufacturing pumping equipment of this technology as specified and that have a record of successful in-service performance. Manufacturer must have at least twenty (20) similar installations in operation and have a history of providing this equipment for at least ten (10) years. Evidence of experience and installations shall be submitted at the time of substitution request.

1.5 WARRANTY:

A. The manufacturer shall provide a warranty on equipment against manufacturer's defects for twenty-four (24) months, commencing on the date of Owner-accepted substantial completion of the project. If the equipment should fail during the warranty period due to a defective part, it shall be replaced and the unit restored at no cost to the owner, including both service and parts.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:

1. Penn Valley Pump Company.
2. Engineer approved equal.

2.2 PERFORMANCE REQUIREMENTS:

A. The pump shall be capable of providing 1.07 gallons per revolution when operating at 60 ft head.

B. The pump shall be capable of running dry for an indefinite period of time without damage.

C. The pump shall be self-priming up to 14" Hg and capable of operating funder a negative suction head of up to 25" Hg when fully primed.

D. Sludge Transfer Double Disc Pump, Tag Number 05-P-2101, 05-P-2102:

1. The pump will pump bottom sludge with a solids concentration of approximately 1% to 3% from the sludge storage tank to the dewatering system.
2. Design condition: 140 gpm at 15' TDH with up to 15' Suction Lift.
3. Motor: 15 hp, TEFC, Service factor 1.15, 460V, 3 phase, 60Hz.
4. Max motor speed: 1,200 rpm.
5. Motors shall include thermal overloads and heaters.
6. Drive configuration: Drive motor side of pump.
7. Minimum solids passage: 2 inch.
8. Suction: 6-inch diameter, discharge 6-inch diameter.

2.3 COMPONENTS:

A. Pump body: Each pump will be a single heavy duty, Double Disc, positive displacement type with Class 30 cast iron housing. The pump design must allow for easy disassembly and servicing. Pumps arranged as a duplex or triplex design shall not be acceptable.

B. Flexible Discs: The pumping action shall be achieved by two (2) reciprocating discs attached to high tensile aluminum connecting rods driven by a rotating eccentric shaft. The suction and discharge discs shall be identical and

interchangeable with each other. The discs shall be of integral design and constructed of high tensile neoprene with multiple layers of fabric for longevity and strength. Each disc shall be mounted to the connecting rod by a stub shaft constructed of hardened high tensile 400 series stainless steel. The reciprocating action of the discs shall also perform the duty of valves. Pumps that require internal check valves for operation shall not be acceptable.

C. Base plate: Each pump and V-belt assembly shall be mounted on a common 304SS side piggyback mounted sub base. Each sub base shall be manufactured of 2-1/2" 304 SS square tubes. Tubing sections will be capped with plugs to look neat. Contractor shall supply all necessary mounting hardware for all pumps referenced in this specification section.

D. Pump seal: Sealing of the pump shall be achieved by flexible trunnion seals. The trunnion construction shall be of fabric-reinforced neoprene and shall be capable of withstanding pressure from 0 to 110 psi on intermittent basis. Maximum operating pressure will not exceed 140 ft TDH. Pumps with packing glands, mechanical seals and water seals will not be acceptable.

E. Swan Neck entry port and Clack valves: The swan neck entry port to the suction housing shall be a two (2) piece design allowing for mounting of the suction connection in 90 degrees increments and provide easy access for clack replacement. The swan neck port will be a full 6 inch connection. The clack valve will incorporate an integral O-ring seal for positive sealing. A design with separate check valves and smaller ports will not be acceptable.

F. Drive Assembly: The drive shall consist of two (2) aluminum modular pedestals designed to provide accurate bearing alignment, superior bearing loading and ease of assembly. The drive shaft shall be a minimum 1-15/16" diameter and capable of withstanding a dead load condition. The shaft shall be constructed of hardened 400 series high-tensile stainless steel and shall be mounted on four self-aligning, sealed bearings. The eccentric cams shall be constructed of high tensile, cast bronze alloy and shall be pinned to the shaft by spiral drive pins to allow for the absorption of reciprocating loads.

G. Belt Drive Assembly: Pumps shall be V-belt driven. The assembly shall consist of 2 groove type B arrangement. The pulley shall be sized to provide maximum speed and torque as required by the computer aided design calculations. The pump drive shall be provided with OSHA safety guards made of 304SS material.

H. Pulsation Dampeners: Pulsation dampeners shall be provided on the suction and discharge lines. The discharge dampener shall be 6" ASA 150 lb. flanged unit. The suction dampener shall be 3" NPT and screwed into the upper swan neck. The main tube shall be 8" diameter schedule 40 carbon steel pipe with fully welded end caps. The dampener shall be pressure tested to 60 psi for leaks. Each dampener shall be provided with 1-inch half coupling located at the top. This connection shall be suitable for mounting the vacuum and pressure switch assembly. Each dampener shall be supplied with a 1-½" NPT coupling and plug in the bottom to act as a drain/sample port. Bladder type and three-piece assemblies using connecting rods and gaskets shall not be acceptable.

I. Motor:

1. The motor shall be inverter duty rated adequately sized to withstand the loads during starting and pump operation. The power, horsepower and motor speeds shall conform to the specifications as described in this section. The motor shall be Baldor, Reliance, WEG, or Toshiba severe duty per NEMA STD MG 1 part 31.4.4.2 with epoxy coated cast iron frames.

2. The drive shall be square D model ATV71, constant torque, and be suitable to operate the Double Disc pumps.

J. Suction and Discharge:

1. Provide ANSI, Class 125 LB rated flanged.

2.4 ACCESSORIES:

A. Vacuum Assembly: To protect against high vacuum, the pump manufacturer shall provide a suction vacuum sensor and switch assembly to which shall be mounted on the suction pulsation dampener. The sensor will be PVP420, red valve 42/742 or equal 1-inch NPT isolation pressure with 316SS body and EPDM elastometric sensing tube. The process pressure is sensed through the 360 degree elastomeric tube and glycerin transfers pressure to the gauge and switch. The gauge and switch shall be attached to the sensor with 316SS fittings. The vacuum assembly shall be fitted with a 4-inch stainless steel 30" Hg – 30 psi Ashcroft gauge with adjustable vacuum switch in NEMA 4X enclosure preset at 15" Hg. The units will allow simple cleaning by using process pressure through a 316SS isolation valve mounted on top of the sensor. One end of the valve will be fitted with quick connect coupling suitable for compressed air. The valve connection will allow charging the dampener with compressed air.

B. Pressure Assembly: To protect against over pressurization, provide a pressure sensor and switch assembly which shall be mounted on the discharge pulsation dampener. The sensor shall be a PVP420, Red valve 42/742 or equal. The sensor will be mounted on a 1-inch NPT with 316SS isolation valve. Pressure sensor will be 316SS body and EPDM elastomeric sensing tube. The process pressure will be sensed through the 360 degree elastomeric tube. Glycerin will transfer pressure to the gauge and switch. The gauge and switch will be attached to the sensor with 316 SS fittings. The discharge assembly will be fitted with 4-inch stainless steel 0-100 adjustable pressure switch in NEMA 4X enclosure preset at 30 psi. The units will be cleanable by using process pressure through a 316SS isolation valve mounted on top of the sensor. One end of the valve will be fitted with quick connect coupling suitable for compressed air. The valve connection will allow charging the dampener with compressed air.

C. Shutoff valve: The discharge shutoff valve shall be a TRU-TECH diaphragm valve as manufactured by Tru-Tech valve LLC, Canonsburg, PA model series 100.

1. The diaphragm valve shall be of fabric reinforced neoprene material with a precision cast metal compressor embedded into the diaphragm during the molding process. The diaphragm shall be attached to the compressor with two bolts to positively prevent pullout under severe vacuum conditions up to 27" of mercury. Valves that utilize a single studded diaphragm attachment shall not be acceptable.

2. The valve shall be of rising stem type with adjustable limit stops and position indicators to provide visual indication of valve position.

3. The valve shall be geared hand wheel operated. The gear operator shall utilize ACME threads capable of providing a minimum of 10,000 cycles at full rated line pressure.

4. A ball, roller or nylon type thrust bearing shall be furnished for ease of operation. A grease fitting shall be furnished to lubricate the bearing without disassembling the valve. Valves that require packing will not be acceptable.

5. The valve shall insure 0% fugitive emission and all mechanical wear parts shall be removable and replaceable without the removal of the valve body from the piping.

6. The valve shall be Polyester/TGIC coated on the interior and exterior for maximum corrosion protection.

7. The valve will function to provide unobstructed flow in the open position and shut off bubble tight in the closed position.

2.5 CONTROLS:

A. Provide a local control panel for the double disc pumps. Panel shall be in a NEMA 4X 304SS enclosure and shall include:

1. Main circuit breaker with through door disconnect switch.
2. Control Power Transformer.
3. 30MM push to test LED pilot lights for run status.
4. High discharge pressure alarm.
5. High suction vacuum alarm.
6. Hand-Off-Auto-Switch.
7. Manual speed control.
8. Reset push button.
9. Speed Potentiometer and Relays.
10. Input line reactor.
11. Output filter dV/dt.
12. 15HP, Square D Altivar 630 (or approved equal), Constant Torque Variable Frequency Drive.

B. In automatic mode, PLC shall start and stop the pump based on a signal from the dewatering press controls. When the dewatering press control panel initiates an operations cycle, the double disc pump shall also turn on to pump sludge from the WAS wet well and adjacent sludge holding tank (or line).

Likewise when the dewatering press ends its operational cycle, the duty double disc pump shall also turn off. Refer to Specification 11145 for details.

2.6 FABRICATION:

A. Pump Finishes:

1. All cast iron and carbon steel components shall be finished with manufacturer’s standard industrial grade primer 2-3 mils DFT and industrial enamel top-coat 2-3 mils DFT.

2. All stainless steel and aluminum surfaces will remain unpainted. All weld splatter shall be removed and all welds ground smooth for a neat appearance.

2.7 SOURCE QUALITY CONTROL:

A. Testing:

1. Perform Level I test for each pump as defined by HI standards to assure conformance to manufacturer's commercial performance criteria.

2. Perform hydrostatic test for each pump in compliance with HI standards.

3. Perform required net inlet pressure test as defined by HI standards to verify compliance with specified performance criteria for the specified viscosity and pump speed.

2.8 MAINTENANCE MATERIALS:

A. Furnish Owner the following extra parts:

1. One (1) disc removal tool for each type and size pump specified here.
2. Two (2) universal discs, neoprene.
3. Two (2) trunnion seals, neoprene.
4. One (1) suction housing gasket.
5. One (1) discharge housing gasket.
6. One (1) swan neck gasket.
7. One (1) clack valve gasket.
8. One (1) clack valve with retaining screws, neoprene.
9. One (1) set of V-belts.

PART 3 EXECUTION

3.1 INSTALLATION:

A. Install all items in accordance with the printed instructions of the manufacturer and as indicated on the drawings and specifications.

B. Dowel to frame after alignment in the field to facilitate realignment after disassembly.

C. Install and align on an equipment pad and grout as shown on drawings.

D. Provide sufficient pipe supports and bracings to absorb shock loads and vibrations.

3.2 FIELD QUALITY CONTROL:

A. Retain a qualified representative of the manufacturer to perform the following services:

1. Oversee installation of the equipment specified herein.

2. Inspect the completed installation and note deficiencies.

3. Be present and assist the CONTRACTOR during start-up, adjusting, and site testing of completed installation.

4. Furnish test forms and procedures for field testing.

5. Instruct OWNER's personnel in the operations and maintenance of the equipment with minimum services as follows.

a. Installation assistance: As required.
b. Owner personnel instruction, classroom and jobsite: 2 hrs.
c. Plant startup: 4 hrs.
d. Coordinate training and start-up with Owner’s personnel.
e. Owner may videotape training.
f. Manufacturer shall make four additional trips to the job site, at 3 months, 6 months, 12 months and 24 months to inspect and provide troubleshooting support of the equipment.

6. Prepare manufacturer's installation report and submit within 30 days after completion of field testing. Include the following information:

a. Field testing results.

b. Descriptions of installation deficiencies not resolved to the manufacturer's satisfaction.

c. Description of problems or potential problems.

d. Names of OWNER personnel who attended operations and maintenance training sessions.

e. Record copy of materials used for training session including outlined summary of course.

B. Field representatives shall have a minimum of five (5) years of experience with the operation of and training on this type of equipment.

1. Factory personnel will be required to perform this service. Sales representatives will only be considered acceptable service technicians if they have three (3) years of experience with the operation of and

training on this type of equipment from the manufacturer being supplied and have started up 10 units of a similar size and type from the manufacturer.

C. Field Testing:

1. Testing and startup schedule shall be submitted to ENGINEER for approval.

2. Test Procedure: Verify proper operation.

END OF SECTION

PACKET 8.497 May 13, 2025

SECTION 11220

SUBMERSIBLE WASTEWATER PUMPS

PART 1 GENERAL

1.1 DESCRIPTION:

A. Contractor shall furnish submersible wastewater pumps for transfer of influent wastewater. Pumps provided shall be complete with motors and appurtenances required as shown and specified in the Contract Documents.

B. Reference Specifications:

1. Division 1 – General Requirements.
2. Section 09800, Painting.
3. Section 11009, Control Panels.
4. Section 11060, Pumping Equipment: Basic Requirements.
5. Section 11005, Equipment Basin Requirements.

C. Coordination: To ensure that all the equipment is properly coordinated and will function in accordance with the requirements of the Contract Documents, the Contractor shall obtain all the pump and motor equipment specified herein from a single pump supplier.

D. Special Considerations:

1. The manufacturer of the equipment specified herein shall review and satisfy the relevant requirements of the Contract Documents. The Contractor and component equipment manufacturer associated with this Section shall fully coordinate their equipment offering as required by the Contract Documents.

2. The Contractor shall be responsible for coordination of component equipment including pumps, motors, and controls as specified by the Contract Documents. The Contractor shall be responsible for coordinating the driven equipment to obtain successful operation throughout the intended pump range.

3. The equipment covered by this specification is intended to be standard equipment as manufactured by reputable concerns having experience in the production of such equipment. The equipment furnished shall be manufactured in accordance with the best practice and methods, and shall operate satisfactorily when installed as shown and specified in the Contract Documents.

1.2 QUALITY CONTROL / QUALITY ASSURANCE (QA/QC):

A. Manufacturer's Qualifications: Manufacturer of the pumping equipment shall have experience in providing similar type equipment.

B. Reference Standards:

1. Standards of the Hydraulic Institute (HI).
2. National Electric Code (NEC).
3. Standards of National Electrical Manufacturers Association (NEMA).
4. Institute of Electrical and Electronic Engineers (IEEE).
5. American National Standards Institute (ANSI).

C. Manufacturers Quality Assurance / Quality Control Program:

1. The Pump Manufacturer shall have an ISO-9000/ISO-9001 Quality Control Program.

1.3 SUBMITTALS:

A. Shop Drawings: Submit for approval the following:

1. Performance data curves showing the following parameters as defined in the Hydraulic Institute Standards over the full operating range of the pump:

a. Total developed head in engineering units of feet.
b. Capacity in engineering units of gallons per minute.
c. Horsepower demand.
d. Pump efficiency.
e. Net positive suction head required in engineering units of feet.

2. Indicate on the performance curve(s) the point of operation of the pump. Also mark on the curve the minimum and maximum recommended operating points on the curve.

3. Electrical wiring diagrams and other data as required for complete pump installation.

4. Provide manufacturer's data and drawings describing the equipment in sufficient detail, including parts lists and materials of construction, to indicate full conformance with the detailed specifications.

5. Detailed drawings showing the dimensions and weight of the pumping unit and the motor.

B. Factory Tests Reports:

1. Testing tolerance levels shall be the latest standards per HI.

C. Installation Instructions:

1. Package Installation Instructions with the Pump.

D. Operation and Maintenance Manuals:

1. Operation and Maintenance instruction, lubrication schedules, and troubleshooting guides shall be submitted for review in accordance with the procedures and requirements set forth in Section 01300.

E. Record Drawings – (Not Used).

F. Certificates Warranties and Guarantees – (Not Used).

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING:

A. Package appropriately for delivery and storage.

1.5 WARRANTY:

A. The manufacturer shall provide a warranty on equipment against manufacturer's defects for twenty-four (24) months, commencing on the date of Owner-accepted substantial completion of the project. If the equipment should fail during the warranty period due to a defective part, it shall be replaced and the unit restored at no cost to the owner, including both service and parts.

PART 2 PRODUCTS

2.1 PROCESS SYSTEM DESIGN AND PERFORMANCE:

A. Service Conditions:

1. Stainless Steel Non-Clog Submersible Pumps shall be used to transfer wastewater from Recycle Pump to the Head of the Plant.

2. Typical operating range will be a minimum of 2-ft above the wetwell floor to a maximum of 9-ft above the wetwell floor.

3. Pumps shall be provided in a duplex (1 + 1) arrangement with operation in sequence with each pump alternating between on-duty pump(s).

4. Tags:

a. 02-P-1101 and 02-P-1201

B. Process Design Requirements:

1. Guarantee points for specific pumps are included in the equipment schedules which follow the end of this specification sheet.

2. Materials of Construction:

a. Stainless Steel.

2.2 EQUIPMENT DESIGN AND FABRICATION:

A. General:

1. All parts of mechanisms shall be amply proportioned for stresses that may occur during fabrication, shipping, erection, and intermittent or continuous operation.

2. The pumping units shall operate without surging, cavitation, vibration or excessive noise.

3. Each motor shall be rated for continuous duty and sized such that it shall not be required to provide more than rated nameplate horsepower, at unity service factor, under any operating condition. Motor shall be capable of operation at any point on the operating curve.

4. The pump shall be designed to pass a minimum spherical solids of 3 inches in diameter.

5. Pump shall have an integrated base allowing it to stand on the basin floor.

6. Pump shall be capable of mounting to a guide rail system so it may be removed from the basin floor without disturbing the discharge piping or requiring personnel to enter the basin.

B. Equipment Design Requirements:

1. The centrifugal pumping equipment shall be of the non-clogging submersible centrifugal type with integral close coupled drive motor for installation into a wet pit. Exposed fasteners shall be ANSI type 316 stainless steel. All metal surfaces in contact with pumped media shall be protected by a factory applied spray coating of alkyd and phenol resin primer and top coat with total thickness of 3.5-4.5 mm. Watertight seals shall be fitted with Buna-N O-rings. Sealing will not require torque to be exerted on the fasteners to seal. No secondary sealing components shall be used or required.

2. Impeller: Impeller shall be a semi-open, non-clogging, dynamically balanced, double vane, capable of passing at least 3" solids. Hard iron is acceptable material of manufacture. The backside of the impeller shall incorporate a cutting system to protect the shaft from engaging stringy or fibrous solids.

3. Volute: Volute shall be a single piece design with gray cast iron.

4. Shaft: The shaft shall be an integral part of the pump and motor assembly. The shaft shall be type 420 stainless steel. The rotating assembly (impeller, shaft, rotor) shall be dynamically balanced to reduce undesired vibrations.

5. Bearings: Pump shaft shall rotate on ball bearings. Bearings will continuously lubricate with oil from the motor housing. Bearings shall have a minimum B-10 bearing life of 50,000 hours. Upper bearings

shall be a grooved ball bearing. The lower bearing shall be a heavy duty grooved ball bearing.

6. Self-Cleaning Wear Plate: Wear plate shall be designed with a wave-shaped inlet and outward spiral V-shaped groove to shred and force fibrous solids outward from the impeller to the discharge. Wear plate shall be adjustable without pump disassembly.

7. Lifting Bail: Pump shall be equipped with an open loop, stainless steel lifting bail to which a chain or other lifting device may attach. Bail shall be firmly attached to the pump and will allow the pump to be hooked from the surface in case of emergency.

8. Acceptable Manufacturer:

   a. ABS.
   b. Flygt.
   c. Wilo.
   d. Flowserve.
   e. Or Engineer approved equal.

C. Fabrication and Material Requirements:

1. Casing: Cast Iron.

2.3 EQUIPMENT AND COMPONENTS:

A. Motors:

1. Watertight squirrel cage induction motor housed in an air-filled, watertight chamber with copper windings. Designed to be operated without external water required for motor cooling using an air and/or glycol chambers. Designed to handle water at a maximum temperature of 40 C. Pump shall operate at water depths up to 65-feet.

2. Motors shall have a minimum 1.15 service factor and shall be NEMA Design B, with Class H insulation to operate at full load with a Class H temperature rise per latest EEMAC standards. Motors shall be capable of at least 10 evenly spaced starts per hour.

3. Three phase motor shall be tri-voltage, 208-230/460. Motor shall have a voltage tolerance of +/- 10 % from the nominal name plate rating.

4. Eyebolts or lifting lugs shall be provided on the motors and they shall be of adequate strength for lifting the motor. All metal parts shall be inherently corrosion-resistant or shall be protected with corrosion-proof coatings.

5. Each motor shall contain a bi-metallic temperature switch in the windings. The temperature switch shall be designed to open at a preset temperature.

B. Power and Signal Cable:

1. Cable shall be sized according to NEC and CSA standards.

2. The cable entry water seal design shall preclude specific torque requirements to ensure a watertight and submersible seal. The cable entry shall be sealed by epoxy potting with a rubber grommet as the secondary seal and strain relief. The cable entry sealing system shall provide strain relief for the terminal connections and allow access to the terminal connections without adversely affecting the integrity or function of the seal system.

3. Cables shall resist oil, grease, abrasions, and meet applicable standards. The outer jacket shall be constructed of a thermoplastic elastomer.

4. Cables shall be capable of operating on 460 volt, 3-phase service and under continuous submergence without loss of watertight integrity to a depth of 65-feet.

5. Provide a cable of length 50-feet. Cable shall not require splices to reach the junction box.

C. Mechanical Seals:

1. Pump shall be equipped with a mechanical shaft seal system consisting of two independent seal assemblies with a common spring between them. Seals shall operate in an oil-filled chamber, separate from the motor chamber.

2. Rotating seal faces shall be carbon and stationary faces shall be silicon carbide. Static sealing components shall be constructed of Buna-N. Metallic components of the seal shall be constructed of 300 series stainless steel.

3. Seal system shall not rely on pumped media for lubrication nor be damaged if the pump is run dry.

4. A v-ring type lip seal shall be installed on the shaft behind the impeller to prevent pumped media solids from interfering with the primary mechanical seal.

D. Each pump and motor shall be furnished with a Type 316 stainless steel nameplate securely mounted to the body of the equipment. As a minimum, the nameplate for the pumps shall include the equipment number, manufacturer's name and model number, serial number, rated flow capacity, head, speed, impeller diameter and other pertinent data. As a minimum, nameplates for motors shall include the motor number, manufacturer's name, and model number, serial number, horsepower, speed, input voltage, amps, number of cycles, and power and service factors.

E. PRIMARY LEVEL CONTROL SYSTEM:

The Contractor shall furnish the following, and calibrate the instruments to the specific lift station equipment:

1. Submersible level transducer (SLT) Blue Ribbon Corp. Birdcage® Model BC001, or engineer approved equal. Unit shall have pressure range suitable for the wet well depth, and have sufficient cable length to accommodate installed position with no splices. The level system shall provide a 4-20 mA signal back to the PLC based on level in the wet well.

2. The SLT shall be mounted using a stainless steel or similar reinforced cable system in a location that provides proper control of the pumps.

3. Calibrate the level transducer to match the wet well dimensions.

4. All accessories, clamps, cable, pipe, couplings, bolts, screws and miscellaneous hardware shall be Type 316 stainless steel unless otherwise specified.

5. Provide a sink weight to keep the transducer stable.

F. BACK-UP LEVEL CONTROL SYSTEM (FLOAT SWITCHES):

1. Units shall be mechanically activated, narrow angle float switch to control the submersible sewage pumps and provide alarms when the water level in the wetwell reaches specific elevations. Provide number of floats shown on the Drawings.

2. Units shall be direct-acting mercury control level switch (Model PK2NOW30) as manufactured by Certified Labs and Service, Inc., 535 E. 7th Street, Ashland, OH 44805, Ph 419-289-7462, Fax 419-281-5157, email: certlabs@zoominternet.net; or Engineer-approved equal.

   a. External Weight: The switch shall be configured with an external adjustable weight of cast iron, painted and fastened to cable by means of Nylon 66 strain relief connector and bushing. The weight shall have a funnel mouth cable entry on the bottom allowing for long radius bending of the cord to eliminate wire flexing fatigue. The weight shall be approx. 28 oz. (2-1/4" x 1-1/5").

   b. Internal Weight: An internal stabilization weight shall be provided to keep switch bounce to a minimum in turbulent wet wells, reduce contact chatter, and extend pump and switch life. The switch shall be configured with an internal weight allowing for a long radius bend to extends cord life and allow for positive switching even when floating debris is in the basin.

   c. Cord: The cord shall be 16/2 SJOOW (CPE) UL and CSA approved for wet well application in constant service, 300 volt, length as required for the specific application.

d. Switch: Mercury switch shall be custom made for level control switch applications. The contacts and mercury encapsulated slugs shall be designed to withstand contactor inrush current without burning or bounce. The switch shall be filled with high-grade mercury and inert gas, then hermetically sealed. The amount of mercury placed in the switch shall be carefully controlled to ensure maximum contact rating without shock. The mercury contacts shall be contained in a high encapsulated envelope to prevent wetting of the switch walls. 2 amp rating continuous 115/230 volt.

e. Float: The float shall be constructed of dense, solid, polyurethane material molded under pressure ensuring a total penetration and waterproof encapsulation. The float shall be orange in color with a total displacement of 15 oz. (approximately 3" x 5" pear shaped).

G. Floats:

1. Provide 5 submersible water tight float level switches for operation of the pumps. Floats shall be mounted in sumps and capable of operation in either normally open or normally closed configuration. Wire floats for fail-safe operation.

a. LSL-1101, LSL-1201, LP-1301, LSH-1401, LSHH-1501.

2.4 INSTRUMENTATION AND CONTROLS:

A. The SCADA system shall control the Recycle Pump Station via the Dewatering RTU panel installed near the Dewatering Building.

B. Provide 1 panel:

1. 02-ICP-1101 for Pumps 02-P-1101 and 02-P-1201.

C. Provide sufficient I/O for operation of the duplex pump system.

D. Program the System for Operation as a lead lag system using 5 level switches.

E. Provide all Disconnects, Circuit Breakers, Transformers, Motor Starters with overload and power supplies for operation of the system. Use 24VDC as the supply voltage for operation of field devices (5 level switches) excluding the pump motor.

F. Electrical requirements for the panel shall be 480VAC 3 Phase power.

G. Indicators (Typical for Each Pump):

1. Pump 1 Run, (Green).
2. Pump 2 Run (Green).
3. Hi-Hi Alarm (Red).
4. Panel Fault (Red).

H. Panel Mounted Switches:

1. Pump 1 (Local/Off/Remote).
2. Pump 2 (Local/Off/Remote).
3. Lead Selector (Pump 1/Pump 2).
4. Pump 1 (Start/Stop).
5. Pump 2 (Start/Stop).

2.5 OPERATION:

A. Low-Low Level – All Pumps Off.

B. Low Level – Lead Pump On.

C. Medium Level – Lead Lag Pump On.

D. High Level – Lag Lag Pump On.

E. High-High Level – Alarm.

2.6 SPARE PARTS:

A. Package and deliver specified spare parts to the Owner.

1. Two (2) spare mechanical seals.

2.7 SHOP PAINTING:

A. All interior and exterior non-stainless steel ferrous surfaces of the pump unit, including motor, motor stand, frames, baseplates and appurtenances shall be shop primed and painted in accordance with manufacturer's specification for submerged service.

2.8 SPECIAL TOOLS:

A. The Contractor shall furnish a complete set of special tools as required for operation, maintenance, dismantling, and assembly of the pumps.

2.9 LUBRICANTS:

Not used.

PART 3 EXECUTION

3.4 DELIVERY AND INSTALLATION:

A. The Contractor shall inspect all equipment upon delivery to site. If damaged, notify Engineer.

B. The Contractor shall not install damaged equipment until repairs are made in accordance with manufacturer's written instructions and approved by the

Engineer. Only minor repair work shall be permitted in the field. All other damaged items shall be sent to factory for repair or replacement.

C. The Contractor shall complete the installation in accordance with pump manufacturer's instructions and recommendations.

D. Contractor shall provide miscellaneous valves, pressure indicators, check valves and other appurtenances to complete the installation.

3.5 COMMISSIONING:

A. Contractor shall inspect and verify that structures, pipes and equipment are compatible. The Contractor shall make any adjustments required to place system in proper operating condition.

3.6 OPERATOR TRAINING:

A. Manufacturer of the pump shall provide instructions to the Operations and Maintenance Personnel in accordance with Division 1.

B. The Manufacturer shall demonstrate the mechanical seal replacement procedures.

3.7 ACCEPTANCE TESTING:

A. The Engineer shall witness the test of the installed pump to determine conformance to the design criteria.

B. Testing and Startup Responsibilities.

1. Perform all Work for equipment function and performance tests specified herein.

2. Furnish qualified manufacturer's representatives when required to assist in testing.

3. The pump and motor shall be vibration tested in the factory at a minimum of 6 points. Vibration in excess of 0.13 ips shall be balanced and retested.

4. Utilize an approved Manufacturer's Certificate of Proper Installation Form, supplemented as necessary, to document all functional and performance procedures, results, problems, and conclusions.

5. Schedule and attend pretest (functional and performance) meetings related to test schedule, plan of test, materials, chemicals, and liquids required, facilities' operations interface or involvement.

3.8 FIELD QUALITY CONTROL:

A. Retain a qualified representative of the manufacturer to perform the following services:

1. Oversee installation of the equipment specified herein.

2. Inspect the completed installation and note deficiencies.

3. Be present and assist the CONTRACTOR during start-up, adjusting, and site testing of completed installation.

4. Furnish test forms and procedures for field testing.

5. Instruct OWNER's personnel in the operations and maintenance of the equipment with minimum services as follows.

   a. Installation assistance: As required.
   b. Owner personnel instruction, classroom and jobsite: 4 hrs.
   c. Plant startup: 8 hrs.
   d. Coordinate training and start-up with Owner's personnel.
   e. Owner may videotape training.
   f. Manufacturer shall make four additional trips to the job site, at 3 months, 6 months, 12 months and 24 months to inspect and provide troubleshooting support of the equipment.

6. Prepare manufacturer's installation report and submit within 30 days after completion of field testing. Include the following information:

   a. Field testing results.

   b. Descriptions of installation deficiencies not resolved to the manufacturer's satisfaction.

   c. Description of problems or potential problems.

   d. Names of OWNER personnel who attended operations and maintenance training sessions.

   e. Record copy of materials used for training session including outlined summary of course.

B. Field representatives shall have a minimum of five (5) years of experience with the operation of and training on this type of equipment.

1. Factory personnel will be required to perform this service. Sales representatives will only be considered acceptable service technicians if they have three (3) years of experience with the operation of and training on this type of equipment from the manufacturer being supplied and have started up 10 units of a similar size and type from the manufacturer.

C. Field Testing:

1. Testing and startup schedule shall be submitted to ENGINEER for approval.

2. Test Procedure: Verify proper operation.

Service Conditions	Influent Pump Station Temperature - 40° F to 90° F
Equipment Name	Influent Pump Station Pumps
Equipment Tag	02-P-1101 and 02-P-1201
Material	Cast Iron

Quantity	2 (1 + 1)
Pump Size	10 HP
Suction Size (inches)	6″
Discharge Size (inches)	6″
Design Capacity (gpm)*	400
Firm Capacity (gpm)*	400
Design TDH each (feet)*	40
Minimum pump efficiency at design capacity (%)	75
Pump shutoff head (feet)	70
Maximum Pump NPSH at design capacity (feet, absolute)	n/a
Seal Failure Sensor	yes
Moisture Sensor	yes
Balanced Pump Design	yes
Pump Casing Vibration Sensor Transmitter	no
Pump Bearing Temperature Transmitter	yes

* Maximize Impeller for specified motor size without overloading
* Point must be at or near the best efficiency point.

Motor Information

Maximum motor speed (rpm)	1,200
Motor Drive	Variable Speed (Variable Frequency Drive)
Motor Size rated (Hp)	15
Motor Enclosure Type	Waterproof Submersible
Service Factor	1.15
Motor Voltage	208/230-460
Phases	3
Temperature Protection	yes - switch
Motor Vibration Transmitter	no
Space Heaters	n/a

END OF SECTION

SECTION 11241

SURFACE MIXER

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Furnish one surface mixer or aerator in sludge storage tank. Unit shall be designed to mix the backwash sludge in the tank and keep solids in suspension; aeration of the sludge is acceptable but not required. Unit shall include a motor, a direct drive impeller driven at a constant speed, an integral flotation unit, mooring cables, and appurtenances.

1.2 RELATED SECTIONS:

A. Section 11005 "Equipment Basic Requirements" (including motor specifications).

1.3 SUBMITTALS:

A. Product Data:

1. Submit product data for approval in accordance with Section 01300. As a minimum, include the following:

a. Manufacturer's standard descriptive bulletins.

b. Written calculations showing assumptions made in the design of the system.

c. Calculations indicating that mixer will provide complete solids suspension at low and high water levels.

d. Motor data.

B. Handling and Installation Manual:

1. The mixer manufacturer shall provide two (2) copies of a detailed manual that shall include specific instructions for receiving and handling, assembly, mooring, wiring, installation, repair and service, storage, troubleshooting, detailed exploded drawings of the unit, and a full parts list.

2. The manual shall contain complete detailed instructions on the balancing procedure to be used for rebalancing to the propeller after it has been in service for an extended period of time (if applicable). These instructions shall include, a general procedural description, a detailed explanation of preparing the unit for balancing and the balancing procedure for propellers.

C. Operation and Maintenance Information:

1. Submit instructions for installation, start-up, operation, procedures for routine maintenance, parts lists with illustrations, recommended spare parts list, and lubrication identification, and recommendations.

1.4 MANUFACTURER REQUIREMENTS:

A. The aeration/mixing equipment specified herein shall be the design and fabrication of a single manufacturer which shall have sole source responsibility for said equipment.

B. Manufacturers shall have a minimum of five installations of the same equipment model and design in a similar application for a period of twenty-five years. A reference list shall be provided with names, telephone numbers, and addresses of the qualified installations.

1.5 DELIVERY, STORAGE AND HANDLING:

A. Mixer shall arrive at the installation site fully assembled and ready for attachment to the flotation or support equipment.

B. Mixer with couplings that can become misaligned during shipment are not acceptable.

1.6 WARRANTY

A. The manufacturer shall provide a warranty on equipment against manufacturer's defects for twenty-four (24) months, commencing on the date of Owner-accepted substantial completion of the project. If the equipment should fail during the warranty period due to a defective part, it shall be replaced and the unit restored at no cost to the owner, including both service and parts.

PART 2 PRODUCTS

2.1 MANUFACTURERS:

A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:

1. Aqua-Jet Endura series as manufactured by Aqua-Aerobic Systems.
2. A15-SFG EcoJet DDM as manufactured by Aerator Solutions.
3. DDM-312-SS Aqua-Lator DDM Mixer from Evoqua Water Technologies.
4. Or Engineer-approved equal.

2.2 GENERAL:

A. The mixer shall be suitable for effective mixing of municipal water backwash of approximately 0.5 to 1.5% solids content, in a 65 ft diameter sludge storage tank with operating sidewater depths ranging from 6.5 to 10 feet, plus cone depth of 4.5 feet.

B. The mixer shall incorporate design enhancements that provide operation for three years without routine maintenance (greasing).

C. Materials:

1. All system components shall be suitable for municipal wastewater service and outdoor installation.

2. All wetted metallic components shall be Type 316 stainless steel unless otherwise noted.

3. All fasteners shall be Type 316 stainless steel.

2.3 MIXER DRIVE MOTOR:

A. Motor power: 40 hp.

B. Motor speed: 1800 rpm maximum.

C. Power supply: 480 volt, 60 Hz, 3 phase service.

D. Enclosure: TEFC.

E. Service factor: 1.15.

F. Insulation: NEMA Class F.

G. The motor windings shall be non-hygroscopic.

H. A condensate drain shall be located at the lowest point in the lower end-bell housing.

I. All motor frame parting surfaces shall be deep registered and Permatex (or equal) sealed.

J. All through bolts, nuts, and screws shall be of type 18-8 stainless steel.

K. Each motor will have a raincap constructed of cast iron or non-corrosive 304 stainless steel. Painted or plated carbon steel rain caps will not be acceptable.

L. A stainless steel nameplate shall be provided with each motor and shall be securely fastened thereto. The voltage, speed, insulation class, amperage, service factor, wiring diagram, motor serial number, and the manufacturer's name and address shall be steel stamped or otherwise permanently marked.

2.4 MOTOR SHAFT:

Unit shall have a one-piece motor shaft continuous from the top motor bearing, through the lower bearing and down to and through the propeller. This shaft shall have a minimum diameter of 1.75" and be manufactured from 17-4 PH stainless steel, or comparable stainless steel having a minimum yield strength of 100,000 psi.

2.5 MOTOR BEARING:

A. Motor bearings shall be regreasable. Sealed bearings are not acceptable. Top bearing shall be shielded on the bottom side only. Bottom bearing shall be open.

B. The top and bottom motor bearings shall be of the combined radial and axial thrust type and shall be packed at the factory with a "high performance" grease.

C. The lower motor bearing inner race shall be locked to the motor shaft via a special washer and locking nut arrangement. The shaft shall be threaded just below the lower bearing and shall have a keyway cut into the motor shaft. This key shall accept a tab from the I.D. of the locking washer, and the locking nut shall have recesses to accept a tab from the O.D. of the locking washer to prevent the nut from backing off. Snap ring type bearing retainers will not be acceptable.

2.6 DIFFUSION HEAD (IF USED):

A. The design of the diffusion head shall be such that the liquid spray will discharge at angle of 90° to the motor shaft, and over a 360° pattern in the horizontal plane, and shall be a stainless steel monolithic casting.

B. The diffusion head casting shall act as a base for the mixer motor, and alignment of the motor to this base shall be controlled by machined index fittings that engage the P-base of the motor. Diffusion head/motor arrangements that are dependent upon boltholes only for alignment will not be acceptable. All diffusion head hardware will be 304 stainless steel and safety wired.

C. The diffusion head casting shall act as a thrust block to deflect the high velocity, pumped volume of the mixer from the vertical to the horizontal direction. In order to minimize vibration, and to provide adequate strength, the diffusion head casting shall weigh no less than 85 lbs. The bottom side of this casting shall have a 90°- radiused transition to effect the hydraulic change in direction with a minimum of head loss.

D. The diffusion head shall absorb all normal and shock loads encountered by the propeller and transmitted to the diffusion head via the motor shaft and lower motor end-bell. The diffusion head shall distribute these forces into the float via webs that terminate in a flange or ring that is an integral part of the diffusion head. This flange shall mate with a similar flange that is an integral part of the float/volute to spread the stresses generated by the propeller uniformly around the float so that no point loading of the float is allowed. These flanges shall be machined flat to provide proper bearing surfaces. The alignment of the diffusion head flange to the float/volute shall be by use of a 360° index pilot.

E. Specifically, diffusion head designs that employ studs and spacers, shoulder bolts or fiberglass are not allowed. Load bearing, machined flat, flange-to-flange connections will be mandatory.

F. The diffusion head shall contain an anti-deflection journal insert to limit the radial deflection of the motor shaft.

G. This anti-deflection journal insert shall be located in the lower extremity of the diffusion head, approximately one-half the distance between the motor base and the lower end of the shaft.

H. The journal insert shall be machined from Delrin or molded from moly-filled urethane and shall be a minimum of 0.060" diameter or larger through the bore than the diameter of the motor shaft.

I. Units featuring a one-piece unsupported shaft will not be acceptable.

J. There shall be a fluid deflector located on the motor shaft immediately below the anti-deflection journal, which shall cover completely the anti-deflection journal insert and the lower portion of the diffusion head.

K. This fluid deflector shall be molded from black neoprene and shall be press fit onto the motor shaft.

L. Each unit shall be furnished with a low trajectory diffuser of high density polyethylene. This assembly shall be attached to the top of the diffusion head and shall be used to lower mixer spray pattern and reduce windblown spray.

2.7 FLOTATION:

A. Each mixer shall have a minimum of 900 lbs. reserve buoyancy to ensure stability and to provide support flotation required during mixer servicing. Floats shall be one piece, i.e.; segmented floats are not acceptable.

B. Flotation stability will be mandatory. Under no circumstances will unstable floatation designs requiring counter balancing, ballast of liquid, solid mass or submerged major fabricated assemblies to stabilize the operation of the mixer be allowed. Only mixers demonstrating stable operational characteristics, without rocking or oscillating will be acceptable.

C. The float shall be a minimum of 96" in diameter and 16" thick, and shall be fabricated of approved fiberglass construction as later described herein.

D. All floats shall be constructed so that the internal void can be filled full of closed cell polyurethane foam having a minimum 2.0 lbs/ft^3 density and shall be completely sealed water tight.

E. All floats shall have six mooring points, spaced for 3 or 4-point mooring around the outer circumference. No mooring connections will be allowed to be attached to the upper or lower float covers. Only tension type connections perpendicular to the outer sidewall will be approved. All mooring connections shall be stainless steel.

F. Floats shall be constructed of polyester fiberglass resins and shall have a resin/glass content of 70% resin and 30% glass. A minimum 0.014" thick gel coat shall cover the entire outer float shell.

G. A moisture inhibitor, such a N.P.G. (neopenthal glycol) or equal, and an ultraviolet inhibitor, such a UV9 or equal, shall be used to protect the float from moisture and sunlight damage.

H. The construction of the float shall be such that no under-water joints shall be used. Joints used to connect the top coverlid shall be overlapped a minimum of 1-1/2", both parts of all joints shall be ground to glass fiber and a resin/glass adhesive shall be applied to complete a 100% monolithic glass-to-glass bond.

I. The float construction shall be such that the volute will distribute the load of the entire motor, drive, diffusion head and volute static load plus, the entire dynamic load from the propeller thrust and radial forces by spreading these forces uniformly around the full 360° circumference of the float's central core. Point connected joints or point stressed connections will not be accepted.

J. The minimum flexural strength of the fiberglass construction materials shall be 26,000 psi and the minimum tensile strength shall be 10,000 psi.

2.8 PROPELLER:

A. The propeller shall be a two-blade, left-handed, marine type precision casting of 316 stainless steel, and shall be specifically designed for the application intended. It shall be a self-cleaning type that will not accumulate fibers, rags, stringy materials, etc. The propeller will have a diameter not allowing a greater clearance with the volute of 1/4".

B. Each propeller blade shall be pitched so that the pitch angle and rake angle are within ± 2 percent of the other blade(s).

C. The propeller shall be pitched so that the drive motor is loaded between 88% and 95% of full load nameplate horsepower.

D. Units using inclined screw impellers will not be acceptable.

2.9 VOLUTE:

A. The propeller shall operate in a volute made of 304 stainless steel and shall be a minimum of 12" in diameter. It shall be round and true so that propeller blade tip clearance is uniform within the volute as it rotates. The volute shall have a minimum of 3/16“ wall thickness, and a minimum of four full-length stainless steel gussets shall be welded on a 90° spacing around the circumference of the volute between the top and bottom flanges.

B. The volute shall have a large machined flange at its top extremity that completely encircles the volute, and this flange shall match a similar flange on the bottom of the diffusion head to provide for a bolted, machined flange-to-flange fit to provide uniform distribution of the dynamic loads generated by the propeller and the static weight of the motor and drive. A 360° machined index in the upper flange shall provide concentric alignment of the propeller in the volute by engaging the inside diameter of the mating flange on the diffusion head. Bolt holes alone will not be acceptable to locate the

important alignment of the propeller.

C. Fiberglass volutes, or carbon steel volutes that are fiberglass, steel or stainless steel lined are not acceptable.

2.10 INTAKE CONE (IF USED):

A. The intake cone shall be fabricated from .105" 304 stainless steel and shall be gradually expanding, opening outward to the intake end. The length and inlet diameter shall be sufficient to provide uniform inlet hydraulics so that no increase in vibration is caused due to its shape or size. The minimum acceptable length is 8" and minimum inlet diameter is 21-7/16".

B. The material used to fabricate the intake cone shall be structurally sufficient to support the weight of the entire mixer assembly when the mixer is freestanding on dry ground.

C. For maximum in-depth mixing efficiency, the intake cone shall be designed so that the suction lift from the mixer propeller is vertical from the liquid depth below the mixer. Unless specifically required for anti-erosion requirements, side or angle entry suction inlets will not be approved. Fiberglass intake cones are not allowed. All mixers 20 HP and larger must provide anti-vortex crosses welded inside the cones. Anti-erosion devices, if required, must be welded to the crosses.

2.11 BALANCING:

A. The entire rotating assembly including the motor rotor, shaft, shaft accessories, and impeller shall be dynamically balanced to within 2.0 mils peak-to-peak horizontal displacement measured at the upper and lower motor bearing. Measurements shall be taken at a frequency equivalent to the motor RPM.

B. Measurements shall be taken with the motor in a vertical, shaft down position and with the entire power section mounted on resilient pads.

2.12 MOORING:

A. A pivotal mooring system shall be supplied consisting of a stainless steel mooring arm which extends from the basin sidewall to the unit. In addition, two mooring cables complete with clips, thimbles, and quick disconnects shall be supplied as shown on the drawings to assure a consistent location within the basin.

B. A 316 Stainless Steel wall bracket shall be provided to mount the pivot mooring arm to the tank wall.

2.13 ELECTRICAL SERVICE CABLE:

A. Electrical service cable shall be provided and shall be a continuous length (non-spliced). Length shall be at least 30 feet. The cable shall have three power conductors and a ground conductor.

B. Conductors shall be flexible type annealed copper stranded. Each conductor, including the ground conductor, shall be insulated. Cables containing an uninsulated ground conductor will not be acceptable.

C. The insulated conductors shall be assembled together with a non-hygroscopic filler material.

D. Outer jacket shall be high quality CPE, PVC, TPE or equal, and shall be rated at a conductor operating temperature of not less than 90°C.

E. The cable shall be rated for hard usage outdoor service and shall be resistant to oil, sunlight, ozone, grease, acids, water, abrasion and impact.

PART 3 EXECUTION

3.1 INSTALLATION:

A. Install the equipment in accordance with the Manufacturer's recommendations.

3.2 FACTORY TESTING:

A. The mixer manufacturer shall perform the following inspections and tests on each mixer before shipment from the factory:

1. Propeller, motor rating, and electrical connections shall first be checked for compliance to the customer's purchase order.

2. A motor and cable insulation test for moisture content or insulation defects shall be made.

B. A written report stating the foregoing steps have been done shall be supplied with each mixer at the time of shipment.

3.3 FIELD TESTING:

A. Demonstrate proper operation of mixer.

B. Provide the services of a factory-trained representative for one (1) 8-hour day for start-up demonstration, adjustments and operator training. Train Owner's personnel using O&M material provided for the mixer.

END OF SECTION

SECTION 11335

FLOATING DECANTER

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Decanter: Furnishing and installing a floating, solids non-excluding decanter to extract supernatant from the Solid Storage Tanks.

B. Equipment Designation:

1. 05-DC-1101 for Solids Storage Tank.

1.2 DESIGN REQUIREMENTS:

A. The decanter shall be designed to withdraw supernatant at a rate of up to 200 gallons per minute.

B. Decanter must employ positive mechanical type seals for excluding solids from the draw tube.

C. Decanter having an open conduit, or requiring additional equipment/motors are unacceptable.

1.3 SUBMITTALS:

A. Provide in accordance with Section 01300.

B. Product Data: Details of design, construction and operation of the decanter system.

1.4 WARRANTY

A. The manufacturer shall provide a warranty on equipment against manufacturer's defects for twenty-four (24) months, commencing on the date of Owner-accepted substantial completion of the project. If the equipment should fail during the warranty period due to a defective part, it shall be replaced and the unit restored at no cost to the owner, including both service and parts.

PART 2 RODUCTS

2.1 MANUFACTURERS:

A. Evoqua.

B. Fluidyne.

C. Aqua Aerobic.

D. Approved equivalent.

2.2 COMPONENTS:

A. The decanter mechanism shall be constructed of machine filament wound, fiberglass reinforced, thermosetting resin pipe fabricated in accordance with ASTM D-2996.

B. The draw tube (containing orifices for supernatant removal) and the solids excluding mechanism shall be integrally attached to the foam float such that the float remains level throughout the full range of operation.

C. The main body will be connected to the effluent piping by means of an 8-inch flanged stub.

D. The effluent pipe shall include a knee joint to allow vertical movement as shown.

1. Knee joint shall be wire reinforced rubber hose with a flanged nipple at each end.

2. Hose shall be Class I, with Type D cover, rated at 30 inches mercury vacuum and 40 psi pressure.

E. Solids excluding orifice assembly shall be field replaceable, and attached to the effluent withdrawal manifold.

1. Assembly shall consist of 316 stainless steel orifice plate.

F. Factory align and weld the decanter to form a complete assembly.

G. All necessary supports for the decanter mechanism shall be provided.

PART 3 EXECUTION

3.1 INSTALLATION:

A. Install decanter in accordance with the manufacturer's instructions.

B. Verify complete range of motion as shown.

C. Verify operation of decanter system.

END OF SECTION

SECTION 11350

PROGRESSIVE CAVITY PUMP

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Positive displacement progressing cavity pump to transfer water treatment plant waste solids from the new waste transfer wet well to the new WTP solids land application sites at the WTP.

1.2 REFERENCES:

A. AISI D-6 – Tool Steel Machining.

B. AGMA 6010-E-88 – Spur, Helical, Herringbone, and Bevel Enclosed Drive.

C. AGMA 6019-E-89 – Gear Motors Using Spur, Helical, Herringbone, Straight Bevel, or Spiral Bevel Gears.

D. AGMA 6023-A88 – Design Manual for Enclosed Epicyclic Gear Drives.

1.3 SYSTEM DESCRIPTION:

A. The progressive cavity pump shall have single stage, close-coupled design. Pumping action shall be achieved by the rotor turning eccentrically within the stator. The fluid flow shall be non-pulsating and directly proportional to the pump speed.

1.4 RELATED SECTIONS:

A. Section 11005 “Equipment Basic Requirements” (including motor specifications)

B. Section 16950 “Vendor Supplied Control Panels”

1.5 SUBMITTALS:

A. Provide the following information in accordance with Section 01300:

1. Product information including catalog data, dimensional drawings, and material of construction to verify that the equipment provided meets the requirements set forth in the specifications.

2. Results of factory tests including test logs.

3. Layout drawings for all equipment showing installation details and exploded diagrams.

4. Manufacturer's installation, operation, and maintenance instructions to include as a minimum:

a. Supplier Identification: The names and addresses of the manufacturer, the nearest representative of the manufacturer, and the nearest supplier of the manufacturer's equipment and parts.

b. Lubrication Information: Manufacturer's recommendation regarding the lubricants to be used and the lubrication schedule to be followed.

c. Control Diagrams: Diagrams shall show internal and connection wiring.

d. Start-up Procedures: These instructions consist of equipment manufacturer's recommendation for installation, adjustment, calibration, and troubleshooting.

e. Operating Procedures: These instructions consist of the equipment manufacturer's recommended step-by-step procedures for starting, operating, and stopping the equipment under specified modes of operation.

f. Preventive Maintenance Procedures: These instructions consist of the equipment manufacturer's recommended steps and schedules for maintaining the equipment.

g. Overhaul Instructions: These instructions consist of the equipment manufacturer's directions for the assembly, repair, and reassembly of the equipment and any safety precautions that must be observed while performing the work.

h. Parts List: This list consists of the manufacturer's recommendations of number of parts which should be stored by the Owner and any required special storage precautions.

i. Exploded View: Exploded or cut views of equipment shall be provided if available as a standard item of the manufacturer's information. When exploded or cut views are not available, plan and section views shall be provided with detailed call-outs.

j. Pump performance curve showing performance of pump to be provided. All extraneous information and curves shall be deleted. Specific operating points shall be indicated on the curve. The performance curve shall indicate the following:

    i. Pump performance over the entire range from shutoff head to maximum flow.
    ii. Horsepower vs capacity over entire range.
    iii. Curves shall be 8-1/2-inch by 11-inch format. One pump per curve.

1.6 WARRANTY

A. The manufacturer shall provide a warranty on equipment against manufacturer's defects for twenty-four (24) months, commencing on the date of Owner-accepted substantial completion of the project. If the equipment should fail during the warranty period due to a defective part, it shall be replaced and the unit restored at no cost to the owner, including both service and parts.

1.7 DELIVERY, STORAGE, AND HANDLING:

A. Store and handle the pump and appurtenances in accordance with the manufacturer's written instruction. Protect the pump and appurtenances from damage.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable (in alphabetical order):

1. Moyno.
2. Netzsch.
3. Seepex.
4. Or Engineer approved equivalent.

2.2 SERVICE CONDITIONS:

A. Pump shall be suitable to feed WTP solids from the waste transfer wet well to the land application sites.

B. Pump shall be suitable for outdoor installation.

C. Pump shall meet the following design criteria:

1.	Sludge Percent Solids	Approximately 1-1.5%
2.	Sludge Solids Size	< ½"
3.	Min. Flow (Turndown)	60 gpm
4.	Max Flow	140 gpm
5.	Suction Lift	15 ft (transfer solids storage basin WSL to pump elevation)
6.	NPSHa	30 ft
7.	Design Discharge Pressure (TDH)	15 ft
8.	Max Pump Speed	400 rpm

9.	Motor Hp	20 Hp
10.	Suction Connection Size	4″
11.	Discharge Connection Size	4″

D. If connection sizes other than those listed are proposed, the Contractor shall provide appropriate reducing fittings to adapt the piping at no additional cost to the Owner.

2.3 EQUIPMENT:

A. Pump Characteristics:

1. The pump shall be self-priming type specifically designed for pumping sludge.

2. The pump shall not overload the motor nameplate horsepower at any point of operation.

B. Material of Construction:

1.	Pump Casing	Cast iron.
2.	Stator	Buna N.
3.	Rotor	Steel – Chromium nitride coated or chrome plated.
4.	Shaft Sealing	Burgmann MG1 Q1Q1VGG or Engineer-approved equivalent.

C. General Features:

1. Compact, close-coupled design.

2. The gearbox shall be sized for a minimum service factor of 1.5.

3. The pump shall be designed to allow the suction port to rotate in 90-degree increments perpendicular to the pump centerline. The castings are to be free of sandholes, blow holes, and outer defects. A drain plug shall be located in the suction casing.

4. Suction and discharge flanges shall be raised face 125-lb flanges meeting ANSI B16.1 or B16.5 standards.

5. The bearings shall be designed to provide a minimum service life of 50,000 hours when operating at the rated capacity and head. Minimum L-10 bearing life shall be 50,000 hours.

6. The rotor shall be AISI D-6 tool steel machined and hardened to 56-64 Hrc and treated for corrosion protection.

7. The stator shall be vulcanized in a metal tube and have a Shore hardness of 60. The stator shall be Buna N and shall extend beyond the stator sleeve ends forming a collar to prevent the material from contacting the metal stator sleeve.

8. Provide mechanical seals.

9. The universal joints shall be designed such that only replacement of the pin and bushings are required and not the drive shaft or coupling rod. The "U" joints are to be packed/filled with a high quality synthetic grease or oil and shall be protected by an elastomeric sleeve which is secured by stainless steel band(s) to prevent the ingress of liquid into the joint area. Each joint is to be designed to transmit the maximum torque at the maximum speed and at the maximum pressure rating of the pump.

10. The pump shaft shall be manufactured of solid bar stock and shall be solid shaft design of chrome steel and shall be coated with a metalized surface that exceeds 75 HRc. (Hollow drive shafts are not acceptable because of material settling in that area which affects rod movement and increases wear on bearings and joints.)

    The shaft shall also incorporate a plug-in arrangement for disassembly and maintenance. The rotating assembly shall be replaceable through the gland area without disturbing the suction piping or pump driver. Disassembly shall be front-pull-out design, allowing rotor, both "U" joints and shall be removed as one unit.

2.4 MOTOR

A. Pump motor shall 1800-rpm, TEFC, inverter duty, horsepower as listed above.

B. The pump motor service factor shall be 1.15.

C. Power supply: 480V, 3 phase, 60 Hz.

D. Motor position shall be located perpendicular to ground level.

2.5 CONTROLS

A. Provide a NEMA 4X Type 316 stainless steel local control panel suitable for outdoor installation on a Unistrut frame provided by Contractor.

B. The control panel shall contain a variable speed drive for the pump, an HOA switch, and other accessories as required for a complete and operable system.

C. In automatic mode, the pump shall be turned on and off by a dry contact from the volute press control system. VFD speed shall be set by a 4-20 mA signal from the volute press control system.

D. Provide a dry contact output for a general alarm and any other inputs and outputs required by the volute press manufacturer.

E. Provide thermal run dry protection to automatically shut down the drive motor in case of high temperature.

F. Provide overpressure protection for the discharge piping including instruments, switches, and other accessories.

2.6 SPARE PARTS:

A. Provide manufacturer's recommended spare parts, including the following at a minimum:

1. One (1) Bearing Set (if used).
2. One (1) Rotor.
3. One (1) Stator.
4. One (1) Mechanical Seal Set.

2.7 SPECIAL TOOLS:

A. Provide one (1) set of any special tools required for maintenance and operation.

PART 3 EXECUTION

3.1 SHOP TESTS:

A. The pump shall be tested for performance at the factory to determine the head vs capacity at least two points including the specified design point. The pump shall also be hydrostatically tested. All tests shall be run in accordance with the test code for progressive cavity pumps of the Standards of Hydraulic Institute, latest edition. Submit results of tests.

3.2 INSTALLATION:

A. Install the equipment in accordance with manufacturer's instructions and as shown.

3.3 FIELD QUALITY CONTROL:

A. Provide services of factory-trained manufacturer's representative to inspect, check out, and place system into operation. Representative shall demonstrate satisfactory system operation and provide instruction to Owner's personnel. Visit shall be at least one full working day (8 hours) on-site. Visit to be after sludge is available.

END OF SECTION

SECTION 11410

POLYMER SYSTEM

PART 1 GENERAL

1.1 SCOPE:

A. Furnish all labor and equipment, materials, and supervision for the installation of one (1) integrated polymer feed system to condition sludge fed to the proposed dewatering system, including water rotameter and/or motor-driven mixing impeller (for dynamic blend systems), polymer metering pump, and all associated controls, instrumentation, and appurtenances required for a complete and operable system. The polymer feed system shall include flow pacing and manual adjustment capability. Items under this section shall be provided by one (1) Manufacturer/supplier responsible for all items under this section.

B. The same manufacturer shall furnish both the dewatering system and the polymer system.

1.2 REFERENCES:

A. Specification 11145 – Sludge Dewatering Volute Press.

1.3 SUBMITTALS:

A. Shop Drawings: Submit shop drawings, product data and samples as specified in Division 1, General Requirements. At a minimum, shop drawings shall consist of the following:

1. Manufacturer and model number of equipment.

2. Detailed specification and product data including feed rate capacities and solution water requirements.

3. Diagram of skid with each component labelled.

4. Dimensional drawings as required for the installation.

5. Electrical wiring diagrams and connection diagrams as required for the installation.

6. Installation instructions.

7. Sufficient information on each component to show that the equipment meets this specification.

8. Layout, sizes, types and materials for anchor bolts to be furnished.

B. Operation and Maintenance Instructions: Submit operating and maintenance instructions, service manuals and parts lists for each item of equipment furnished for inclusion in the project Operation and Maintenance Manual, at least 30 days prior to delivery.

C. Any other information necessary for the engineer to determine compliance with specifications.

D. Partial or incomplete submittals will not be reviewed by the engineer.

E. Manufacturer's Report: Upon completion of installation, a service Engineer employed by the manufacturer shall provide the Owner with a written report of start-up set points and calibrations. Final settings shall be reviewed. Submit field report from manufacturer certifying equipment is properly installed and operational for the intended use.

1.4 SERVICE CONDITIONS:

A. Control Panel supply voltage shall be 120 VAC, 15 amps maximum. All power for the polymer feed system shall originate from the single power supply.

B. Control panel shall be mounted at approximately 48" above finished floor.

1.5 WARRANTY:

A. The Manufacturer shall provide a warranty on equipment against Manufacturer's defects for twenty-four (24) months, commencing on the date of Owner-accepted substantial completion of the project. If equipment fails during the warranty period due to a defective part, it shall be replaced and the unit restored at no cost to the owner, including both service and parts.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

A. Subject to compliance with the Contract Documents, the following manufacturers and product lines are acceptable:

1. Excell Polymer Systems.
2. Lutz Jesco.
3. Or Engineer-Approved Equal.

2.2 SYSTEM REQUIREMENTS:

A. Polymer system shall be suitable to withdraw polymer from a drum, activate and dilute it, and feed it to the injection point.

B. In-line mixer type (dynamic) systems are acceptable. Batch blend type (static) systems are not an acceptable form of feed system.

C. The polymer system shall be suitable for the anticipated dilution water supply: a 1.5" potable water line with pressure fluctuating in the range of 30 psig to 75 psig.

D. Pressure drop across the polymer mixing feed system shall not exceed 30 psig between the dilution water connection and the discharge line of diluted polymer from the Manufacturer's skid. The Manufacturer's system shall provide throttling as necessary to keep the diluted polymer line pressure under 20 psig.

E. System shall be suitable for use with solution or emulsion-type polymers of anionic, non-anionic or cationic types with apparent viscosities of 75,000 centipoises or less.

F. Flowrates:

1. Neat polymer feed range: 1 to 3 GPH.
2. Dilution Water Flowrate: Not to exceed 200 GPH.

G. Polymer Dosing:

1. Polymer dosing rate: Typical range between 60 to 70 ppm.
2. Maximum dosing rate: 90 ppm.

H. Sludge feed rate to dewatering system:

1. Sludge feed rate: Approximately 70-140 GPM.

2.3 COMPONENTS:

A. Neat Polymer Metering Pump: Provide a positive displacement, progressive rotary type, diaphragm type or peristaltic type neat polymer metering pump. All materials shall be suitable for the application. Pump shall be suitable for the feed rates listed above. The pump shall be mounted to the system frame with a stainless steel bracket which positions the pump suction no more than 14" off the base to maintain ideal pump suction conditions. The pump shall also be mounted in such a way that the pump head is unobstructed and readily accessible for servicing. A priming assembly (if required) shall be installed on the discharge of the pump including a PVC tee, Lab-cock valve and priming pump fitting. The priming assembly shall in no way modify the pump head.

Pump shall have LCD display of metering pump stroke rate on face of pump. Pump speed control shall be selectable between internal and external by means of a tactile keypad.

B. Calibration column assembly: Provide a metering pump calibration assembly with both mL calibrations and direct flow reading in gallons per hour based on a one-minute drawdown. The calibration column shall be integrally mounted to the system, designed to provide a minimum one-minute drawdown at 50% pump capacity. The calibration column shall be installed such that it is openly accessible for reading. The calibration column shall be rigidly mounted to the systems frame.

C. Neat Polymer Check Valve: Provide a neat polymer check valve specifically designed to isolate neat polymer from dilution water. The valve shall be designed with an open, unobstructed path to the valve seat. The valve body shall be constructed of Teflon. The ball shall be stainless steel. The spring shall be covered with a PVC (or equivalent) boot, polymer shall not pass through the spring. The valve shall be readily accessible for cleaning and shall be easily disassembled. Conventional check valves and or check valves, which are installed inside the mixing chamber, or which require mixing chamber disassembly for servicing will not be accepted.

D. Dilution Water Inlet Manifold: The dilution water inlet assembly shall include NEMA 4 on-off dilution water solenoid valve, rotameter-type flow meter with integral rate adjusting valve, and 2-1/2" stainless steel liquid filled dilution water inlet pressure gauge, as manufactured by Ashcroft or equal. Plastic control valves shall not be acceptable. Post dilution shall not be required to meet total specified flow range.

E. Hydraulic Processing Mixing Circuit (applicable to dynamic blend systems):

1. Neat Polymer and water shall be mixed via a motor-driven impeller that will create high fluid sheer. Solution shall undergo a tapered mixing intensity slope as it exits the initial high sheer zone and passes through a second low shear zone, isolated by a baffle. Polymer activation efficiency shall be consistent over the dilution water range.

2. The process shall be controlled by a pressure gradient/hydraulic regulating system. Kinetic acceleration, viscosity equalization and pressure equilibrium principles shall influence the production of optimally conditioned active polymer solution.

3. Dilution water shall be split into two streams. Primary water flow shall supply the mixing chamber. Secondary water flow shall be used to post dilute the activated polymer stream. These two streams shall be completely blended by a static mixer prior to exiting the unit. Unit shall have an electric solenoid valve for on/off control of total dilution water flow. Flow indicators and flow control valves shall be provided for each dilution water stream. Dilution water and solution output connections shall include 304 stainless steel unions connected to the chassis.

4. Impeller shall be driven by a ½ HP maximum washdown duty motor. Motor shall be TEFC. Impeller speed shall be 1750-3450 rpm. Motor shall be direct-coupled to impeller shaft.

F. Frame/Skid:

1. All components of the polymer system shall be mounted on a single stainless steel, polypropylene, or powder coated carbon steel base/skid unit for direct mounting on a concrete housekeeping pad (by contractor). Vertical frame members shall be gusseted. All pipe supports shall be stainless steel. Piping and valves shall be mounted with rigid pipe clamps. The skid shall be designed for forklifting and shall have holes for mounting to concrete pad. The frame shall be designed for an integral dilution water booster pump in the event the plant's water system is incapable of providing sufficient dilution water. The skid shall have maximum dimensions of 3'-0" x 2'-0" (L x W).

2.4 CONTROLS:

A. A control panel affixed to the system's frame shall be provided, rated NEMA 4 and constructed of FRP. The control panel shall contain all switches, relays, indicator lights, digital displays, and controllers as required herein. The control panel components shall be NEMA 4. All skid-mounted electrical components interconnected to control panel shall terminate on terminal blocks. Terminal

blocks shall be sized for 14 ga. wire with terminal block numbers and a legend. Wires shall be neatly run through wire race-way and numbered with adhesive type labels. Power supply to polymer equipment shall be 120 V, single phase.

B. Control strategy (to be programmed in the Volute Press System Controls by the Volute Manufacturer): In automatic/remote mode, the polymer system (or the activated polymer metering pump in the case of a batch system) shall turn on automatically based on a dry contact run signal and 4-20 mA speed signal representing sludge flow, both provided from the Volute Press Control Panel. The Volute Press Control Panel will time the run signal such that the polymer system shall turn on and run for an operator-adjustable number of seconds (about 4 seconds), then the sludge pump provided by the Volute Press manufacturer shall turn on. After the sludge pump is turned off, the polymer system shall likewise continue running for an operator-adjustable number of seconds before turning off based on cessation of the dry contact run signal.

C. Control Devices:

1. Main Power/System ON-OFF–REMOTE selector switch.
2. Non-Fused type door mounted disconnect switch, NEMA 4X.

D. Indicators:

1. System Running indicator: full voltage pilot light.
2. Low water differential pressure alarm.

E. Inputs:

1. Metering pump pacing signal (4-20mA).
2. Contact Closure (maintained) for remote starting/stopping of polymer system.

F. Outputs:

1. System "Running" status output, dry contact.

2. System in "Remote mode" status output, dry contact.

3. Single general alarm, dry contact, representing Low Water Pressure, Loss of dilution water flow, and any other relevant alarm conditions.

G. Alarms:

1. Loss of Dilution Water Flow Alarm, Differential Pressure Type. Metering pump shall go to stand-by mode when low dilution water pressure occurs. The pump shall automatically restart when pressure returns.

H. UL Certified.

PART 3 EXECUTION

3.1 SYSTEM INSTALLATION:

A. Contractor shall Install the polymer feed system as shown on the plans in accordance with manufacturer's written instructions. Make all necessary pipe and electrical/control connections for a working system.

3.2 FIELD SERVICE:

A. Provide the services of a factory-trained field service representative for one (1) eight (8)-hour day on-site during start-up to check the polymer feed system installation, adjust it for actual working conditions, and instruct the plant operations staff in operation and maintenance of the system.

B. Also provide the services of a factory-trained field service representative for one (1) four (4)-hour visit on-site approximately 3 months after start-up to check on the operation of the polymer system as well as to provide any additional training.

END OF SECTION

SECTION 13320

INSTRUMENTATION SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Instrumentation Devices.

B. Control Panel.

C. Conduits and Conductors to Provide Plant Control.

D. Appendices:

1. Appendix A Control Strategies.

1.2 SUBMITTALS:

A. Product Data: Under provisions of Section 01300:

1. Submit product data for approval.

2. Schematics, wiring diagrams, and other documentation to show details and operation of proposed system.

B. Operation and Maintenance Information, including As-Built Drawings and Schematics. Information to include detailed descriptions of system operations.

C. Vendor Qualifications showing compliance with paragraph 2.2.

D. Instrumentation system vendor shall take responsibility of integrating the control and electrical systems for a complete and operating system as shown or specified.

PART 2 PRODUCTS

2.1 STANDARDS:

A. All aspects of Instrumentation and Control System shall comply with the applicable standards of the Instrumentation Society of America.

B. Instrument installations shall comply with manufacturer's written installation instructions and American Petroleum Institute RP550.

2.2 ACCEPTABLE MANUFACTURERS AND VENDORS:

A. System vendor shall demonstrate at least five (5) years experience in design, manufacture, and installation of similar instrumentation systems.

2.3 SYSTEM DESCRIPTION:

A. Main Control Panel:

Provide a Main Control Panel to be located as shown. The panel shall house equipment and features to provide the specified functions. The control system shall be based upon the capabilities of the Fischer and Porter Micro-DCI Modular Graphic Controller to graphically display information and show valve operation during filter backwash. The system shall provide the control features specified working in conjunction with various electrical items.

2.4 INSTRUMENTS:

Provide the instruments listed in the Appendix complete and ready and in operation.

PART 3 EXECUTION

3.1 SYSTEM RESPONSIBILITY:

Provide conduit, cable, instrumentation, interface devices, hardware, and other labor, supervision, and engineering required to provide a complete and workable system.

3.2 INSTRUMENT INSTALLATION:

Install and connect instruments in accordance with American Petroleum Institute recommended practice 550 and the manufacturers directions and recommendations.

3.3 DEMONSTRATION TESTING:

Demonstrate in the field, complete and satisfactory operation of the system for a period of two weeks.

3.4 TRAINING:

Provide three man-days of training on-site for Owner's personnel in operation and maintenance of the Control System.

END OF SECTION

SECTION 13320

APPENDIX A

CONTROL STRATEGIES

The following describes the General Control System operational requirements and goals. Contractor shall develop the Control System as required to fulfill the items described in this Section and/or shown.

Control System Overview:

The Midland Water Treatment Plant is to operate on a continuous basis. The operation of the control system shall be to start and stop pumps and monitor system operation. The major components of the control system are:

1. Plant Control Panel (PCP).
2. Alarm Dialer.
3. Programmable Logic Controller (Provided by Dewatering manufacturer).

The text discussion that follows is intended to assist the reader in interpretating the contract documents. All specifications and drawings are intended to be complimentary to each other and not exclusive. Items shown and described in one place in the documents shall be considered as if shown in all appropriate locations.

1. WASTE / SLUDGE HOLDING SYSTEMS:

   A. The solids storage system is powered from the Dewatering Building MCC. The control of the solids storage system will be automatically controlled from the plant OIC. The proposed operation is as follows:

      1. The solids storage tank shall operate under several process steps discussed below:

         a. Filling Phase - Backwash is transferred from the sedimentation and filter systems to the tank.

         b. Mixing Phase – Mechanical mixing is introduced to the tank to both mix and maintain aerobic conditions within the solids.

         c. Settling Phase - Air is no longer added, allowing solids to separate from liquid, forming a clear supernatant at the top surface of the tank, with concentrating solids settling to the bottom of the tank.

         d. Decant Phase – Clear effluent is drained from the top of the tank via a floating decanter unit, while air is still not added to the tank. This step continues until the decanter reaches the concentrated solids layer of the tank.

         e. Wasting Phase – Solids are drawn from the tank via double disc solids transfer pumps (located in the Dewatering Building), and sent downstream to the new volute press.

f. Oxygen will be added to the solids storage tank, via a floating surface aerator mixer (06-MXR-1101). The surface mixer shall be controlled by the Plant PLC and shall be speed adjustable via use of VFDs. The surface mixer shall be powered from the Dewatering Building MCC.

g. Feed to solids storage tank shall be controlled by the plant OIC and monitored by the existing WTP backwash flowmeter. Transfer of backwash to the solids storage tank will end either due to completion of the backwash wasting cycle from the sedimentation or filtration system or due to reaching the high level set point for 06-LE/LIT-1101.

h. Solids discharge from the solids storage tank shall be controlled by the Solids Transfer Pump LCP and monitored by 06-FE/FIT-1151. 06-FE/FIT-1151 will provide instantaneous flow (gpm) and totalized flow (gal X 1000) to the Solids Transfer Pump LCP and to the plant OIC.

B. AREA 06 (SOLIDS HANDLING) - SOLIDS TRANSFER PUMPS

1. The solids transfer packaged system (controlled by the Solids Transfer Pump LCP) shall be controlled as specified in section 11350 or 11169. The Solids Transfer Pump LCP and vendor provided motor loads shall be powered from the Control Building MCC as shown on the one-line diagrams. This MCC shall be powered from the utility transformer and shall be able to be connected to the standby power supply for the loss of utility power.

2. The Solids Transfer Pump LCP shall be supplied with its own PLC that will interface with the plant OIC for monitoring and alarm conditions. A modem or ethernet connection shall be provided for remote access. Refer to specification 11350 or 11169 for the control strategy.

3. The Solids Transfer Pump system will have two double disc pumps 06-P-2101 and 06-P-2201 which will be controlled via the vendor supplied Solids Transfer Pump LCP. The pumps and their instrumentation are specified in section 11350 or 11169. These motors shall not start simultaneously and shall have a minimum of 10 seconds between starts. Interface with other plant motor starts shall be controlled via the OIC for motors greater than 15 HP. Control of simultaneous motor starts is to minimize the impact to system voltage when fed normally from the utility and when powered from the standby power supply.

4. Each solids transfer pump discharge is monitored for pressure. Instantaneous pressures will be transmitted to the Solids Transfer Pump PLC and the plant OIC. A high reading for pressure on a discharge line will shut down the corresponding pump and trigger an alarm. The pump suction side is monitored for pressure as well. A low suction side pressure condition will generate an alarm and a low-low vacuum setpoint will shut down the corresponding pump.

C. AREA 06 (SOLIDS HANDLING) - DEWATERING PRESS

1. The Mechanical Dewatering Press system (controlled by the Dewatering Press LCP) shall be controlled as specified in section 11145. The Dewatering Press LCP and vendor provided motor loads shall be powered from the Control Building MCC as shown on the one-line diagrams. This MCC shall be powered from the utility transformer and shall be able to be connected to the standby

power supply for the loss of utility power.

2. The Dewatering Press LCP shall be supplied with its own PLC that will interface with the plant OIC for monitoring and alarm conditions. An ethernet connection shall be provided for remote access. Refer to specification 11145 for the control strategy, beyond the description below:

   a. The dewatering press shall rely on injection, mixing and flocculation of solids with polymer prior to applying pressure to enhanced dewatering of solids.

   b. The dewatering press will control the dewatering press equipment and the polymer mixing and injection system. The dewatering press will send start/stop and speed adjustment signals to the Plant PLC to be routed to the Solids Transfer Pump PLC.

D. AREA 06 (SOLIDS HANDLING) – RECYCLE PUMP STATION

1. The Recycle Pump Station will consist of 2 pumps that operate in response to the wet well level as measured by 06-LE/LIT-5101 (pressure transducer) and float switches 06-LS-5101, 06-LS-5102, 06-LS-5103, 06-LS-5104, and 06-LS-5105. The pumps will be controlled at the plant by using the plant computer via the PLC or by using the HAND/OFF/AUTO (HOA) selector switch at the motor starters. A programmed interlock shall ensure that a maximum of 1 out of 2 pumps can run simultaneously. The duty pump will be alternated on a 24-hour basis. Pump run conditions, failures, and alternating schedules shall be field programmed at the PLC and shall be accessible and controllable by the plant computer (OIC).

2. The HOA switches will be located at the Recycle Pump Station and will be powered from the Dewatering Building MCC. With the HOA switch in HAND, each pump will run until turned off. With the pumps in the AUTO position, the pumps are controlled by the PLC/OIC. A low-low level condition in the wet well will shut the pumps down in either HAND or AUTO.

3. Pump Operation:

   The overall operation shall continue to be automatic via programming routines established at the PLC/OIC that require level input from the wet well as measured by 06-LE/LIT-5101 (pressure transducer) and float switches 06-LS-5101, 06-LS-5102, 06-LS-5103, 06-LS-5104, and 06-LS-5105. The “on-call” lead and lag pumps will turn on and off at preprogrammed wet well levels as indicated on following table and the contract drawings. Only one pump shall start at any given time to minimize the impact to system voltage levels.

   All Reycle Pumps will be shut down on low-low level in the wet well. The low-low level will be determined by a float switch that shall energize a discreet signal to prevent any one or combination of pumps from operating in local HAND or AUTO (electrical interlock) and shall result in an alarm at the OIC and the dialer. A high level alarm in the wet well, as preset at the PLC/OIC based on input from 06-LE/LIT-5101 and float switches 06-LS-5101, 06-LS-5102, 06-LS-5103, 06-LS-5104, and 06-LS-5105, will also be alarmed at the plant computer and dialer. The motor protection circuits will shutdown the affected

circuit for an electrical/mechanical overload or fault. Run status and alarms shall be reported to the PLC and the OIC.

Existing pump control sequencing is as follows.

ELEVATION	PUMP ACTION (06-P-5101, 06-P-5201)
2809.50	Low-Low Level Cut-Off Float (Lead Pump Stop)
2810.50	Lag Pump Stop
2815.00	Lead Pump Start (See Note 1)
2816.00	Lag Pump Start (See Note 2)
2817.00	High Level Alarm (See Note 3)

Note 1: A float is installed at this level as backup for lead pump start in case of PLC failure.
Note 2: A float is installed at this level as backup for lag pump start in case of PLC failure.
Note 3: A float is installed at this level for high level signal when pump station is being operated by the floats.

Upon loss of AC utility power the duty "on-call" lead pump is programmed to be the first to start and load on the standby power supply to minimize inrush conditions. The lag pump start shall have a 10 second delay to minimize the impact on the standby power supply. A maximum of 2 pumps can run simultaneously when powered from the onsite Standby Power Supply.

Discharge from the Recycle Pump Station shall be controlled by the Recycle Pump Station LCP and monitored by 06-FE/FIT-5101. 06-FE/FIT-5101 will provide instantaneous flow (gpm) and totalized flow (gal X 1000) to the Solids Transfer Pump LCP and to the plant OIC.

2. ALARM SYSTEM:

Plant alarm facilities shall be as listed in Appendix C to this Specification. Alarm signals shall also be sent to the telephone dialer.

The telephone dialer shall have suitable capacity to handle all alarm functions designed. Also, there should be a switch provided so that the telephone alarm dialer can be disabled during the Day Shift and alarms are restricted to a in-plant alarm panel mounted on the Main Control Panel. The switch can be activated for after-hours telephone dialing. Telephone dialers should be suitable for call-in from external telephone sources to verify status of alarms and query for the plant alarm status.

SECTION 13321

INSTRUMENTATION AND SENSING DEVICES

PART 1 GENERAL:

1.1 SUMMARY:

A. The SCADA System Integrator (SSI) will furnish and install all instrumentation and sensing devices as described herein and specified elsewhere by related section.

1. The SSI will use this section to define "standard" types of instrumentation and sensing devices for bidding purposes.

2. The SSI will furnish and install all instrumentation and sensing device hardware, software, and alarms as needed, including all accessories.

3. The SSI will comply with other technical requirements referenced in Paragraph 1.2, Related Sections.

4. The SSI will furnish and install all labor and materials including all direct, indirect, overhead and profit costs.

B. Work includes:

1. Provide all specified requirements, gear, tools, and services as listed in or intended by the Contract General and Supplementary Conditions, Technical Specifications and Appendices, or as detailed by the project's drawings, or other addenda.

2. Coordinate with Owner and Engineer regarding intent and expectation for main building devices and remote "field" devices (i.e., located around the site) and integrate all peripheral equipment.

3. Provide systems start-up, training, and extended warranty services.

1.2 RELATED SECTIONS:

A. Section 13320 SCADA System.

B. Section 13320A Control Strategies.

C. Section 13322 Communications Devices.

1.3 SUBMITTALS:

A. Submit all product data according to the provisions within Section 01300. Submit for Engineer's review and approval.

B. Documents must include detailed descriptions of systems, subsystems, and component operations. Documents must verify complete integration of network equipment.

C. Documents must include all schematics and wiring diagrams; loop controls and relay ladder logic; software programs, database and proprietary language formats; and manuals for integrated systems and components.

D. Operation and Maintenance (O&M) manual documents must include all information described above. O&M manuals will include all manufacturer and SSI "As-Built" drawings and schematics. Interpret "As Built" to mean all changes made by the SSI to the Engineer's drawings, schematics and/or specifications.

PART 2 PRODUCTS:

2.1 GENERAL:

A. Specifications herein intend to suggest the minimum requirements of the integrated SCADA communications, command, and control system network. Absence of any Engineer-specifics does not relieve the SI from precisely bidding and supplying all hardware, software, devices, and support needed to accomplish the functional tasks implied by these specifications as a whole.

B. The SSI will supply all equipment and services to ensure a complete and totally integrated SCADA communications, command, and control system-network.

1. The Engineer recognizes that a single supplier may not manufacture all equipment specified. However, the Engineer expects the SSI to supply all required equipment and services to complete the work (e.g., the system and network) and have it functioning properly.

2. The SSI will employ permanently adequate personnel to provide 24/7/365 support for the instrumentation and sensing devices. This includes properly trained field technicians and technical "office" support via remote communication.

C. The SSI will furnish a "no exception - no exclusion," one-year warranty for all parts and labor on all new equipment provided under this specification.

1. The warranty period begins after all equipment and systems installations are complete, functionally checked, and accepted by the Owner.

2. The warranty period is beyond any "limited" warranty extended by manufacturers and/or suppliers on their packages or products.

D. It is the responsibility of the SSI to review the Contract Documents carefully.

1. All requests for information, verification, clarification, and variance are the SSI's responsibility. Provide such requests in writing to the Engineer.

2. Provide the Engineer a written report of any conflict, error, ambiguity, or discrepancy. Obtain a written clarification from Engineer before proceeding with the work.

E. This section contains specific, proprietary products.

1. It is the General Contractor's (GC) responsibility to obtain Engineer pre-approval of product-substitution offers.

2. The SSI through the GC will submit all "or equal" product-substitution offers to the Engineer no less than 30-days prior to the Bid.

3. Product-substitution submittals will comply with Section 01300, Submittal requirements.

F. The Engineer will consider substitutions when a product becomes unavailable through no fault of the SSI, who will document each request with complete data substantiating compliance with Contract Documents.

G. A request constitutes a representation that :

1. The SSI investigated proposed product-substitution, and determined that it meets or exceeds the quality level of the specified product.

2. The SSI will provide the same warranty for product-substitution as for specified product.

3. The SSI will coordinate installation and make changes to other Work, which may be required for the Work to be complete, with no additional cost to Owner.

4. The SSI waives claims for additional costs or time extension, which may subsequently become apparent.

H. Substitutions are not allowed:

1. When they are indicated or implied on equipment or product data submittals

2. Without separate written request for each instance

3. When acceptance will require revision to the Contract Documents

I. Substitution submittal procedure:

1. Submit copies of request for substitution. Provide the number of copies specified in Section 01300, Submittals. Limit each request to a single proposed substitution.

2. Submit equipment submittals, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on SSI.

J. Engineer will notify SSI in writing of decision to accept or reject request.

2.2 INSTRUMENTATION AND SENSING DEVICE EQUIPMENT GENERAL:

A. Typical devices (field elements) will be either level, pressure, flow, or analytical. Field elements will include indicating transmitters, suitable for the expected ranges that each field element device monitors.

B. The SSI will evaluate whether additional instrumentation and sensing devices are necessary to make the SCADA system function as intended. Provide the Engineer a written report of such conclusions.

C. The SSI will process all instrument and/or sensing device signals through the corresponding water treatment plant (WTP) remote terminal units (RTUs). The SSI will forward signals from RTUs to the WTP programmable logic controller (PLC). The SSI will connect all PLC signals with the human-machine interface (HMI) and the operator interface computer (OIC) in the WTP membrane building.

2.3 LEVEL SWITCHES (LS):

A. The SSI will use level (float) switches (i.e., redundant to LE/LIT units) as secondary (i.e., backup) level control in the following locations:

1. The waste transfer pump station will have a LS float that triggers a LWCO signal that will stop the mixer.

B. Level (float) switches will be SJE Rhombus Signal Master Control switches, or Engineer pre-approved equal.

C. Level (float) switches located in the recycle pump station structure will be NSF Standard 61 certified.

D. Switches will be mechanically activated, snap action contacts.

1. Switches will not be sensitive to rotation.

2. Switches will have a minimum control differential of 1.5" above or below horizontal.

E. All float switches above the LWCO elevation will be Normally Open.

F. All float switches below the LWCO switch elevation will be Normally Closed.

G. Floats will be 2.74" diameter by 4.83" long high impact, corrosion resistant, polypropylene housing for use in liquid temperatures to 140°F.

H. All float switches will come with standard cable lengths of 30 feet and mounting clamps for attachment.

I. Cables will be flexible 18-gauge, 2-conductor (UL), water-resistant (CPE) rated at 5 A, 120/240 Vac, 60 Hz.

J. Switches will have a three-year limited warranty.

2.4 LEVEL ELEMENTS AND INDICATING TRANSMITTERS (LE/LIT) GENERAL:

A. Level sensors will be Endress & Hauser elements, or Engineer pre-approved equal.

B. Level indicating transmitters will be Endress & Hauser elements, or Engineer pre-approved equal.

C. All level-device materials will be compatible with the liquids monitored.

1. The SSI will check the chemical compatibility of the sensors with compatibility charts before purchase.

2. The SSI will verify applications and compatibility of level device materials of construction with manufacturer prior to ordering equipment.

3. The SSI will be responsible for replacing all equipment at no cost to the Owner for post-installation material incompatibility issues.

D. All field housings will be NEMA 4X, 304 or 316 stainless steel, and include a stainless steel weather protection cover and tension clamp.

E. Manufacturer will supply all User Guides, Operating Instructions, and Description of Instrument Functions for each unit.

2.5 LEVEL ELEMENT SENSORS (LE):

A. All LE sensors will have the following characteristics:

1. The maximum blocking distance will be 1.0 foot.
2. The range will be 0-33 feet with an angle of 9o.
3. The operating temperature rating will be -40oF to +176oF.
4. The absolute pressure rating will be 10-58 psi.
5. The operating frequency will be 43 kHz.
6. The output signal transmission will be 120 Vac.
7. The transmitter will supply power.

B. All LE sensors will include (24 Vdc, 250 mA) heaters.

1. The SSI will provide power for LE sensor heaters via an external power supply unit provided by the manufacturer.

2. The SSI will provide a primary switched-mode (input) power supply of 120 Vac.

3. The SSI will provide an IP66 protective (manufacturer-supplied) housing for the power supply.

C. On all LE sensors-to-LI transmitter connection distances greater than 30 meters, the SSI will use extension cables to a maximum (cumulative) distance of 300 meters.

1. The SSI will use a terminal box to connect the extension cable.
2. Place terminal box in a convenient, easily accessible location.

D. For open-top tanks, the SSI will install LE sensor using a cantilever and wall bracket, or cantilever and mounting frame. The manufacturer will provide 316SS wall brackets and mounting frames as required by individual installation conditions.

E. For closed-top tanks, the SSI will install LE sensor using an NPT 1-½" threaded (slip-on) adapter flange.

1. The SSI will install LE sensor flush-mounted on a pre-fabricated tank nozzle opposite any elevated tank influent piping.

2. The SSI will consult with the LE sensor manufacturer if the closed-top tank uses nozzles. Depth of nozzle penetration into tank, and nozzle's end-contraction configuration might affect LE sensor blocking distance and angle.

3. The SSI will install the LE sensor at a height that does not undershoot the blocking distance.

4. The SSI will order adapter flanges and screws from the LE sensor manufacturer.

5. The SSI will not use the cable to support sensor at mounting.

2.6 LEVEL INDICATING TRANSMITTERS (LIT):

A. All LIT transmitters will have the following characteristics:

1. Provide continuous, non-contact level measurement of fluids with 1 or 2 ultrasonic sensors.

2. Provide a measuring range up to 70 m (i.e., 230 feet).

3. Provide up to six (6) relays for level detection.

4. Provide alternating pump control based on pump feedback via the digital inputs; stand-by pump configurable. Pump switching delay will prevent overload of the power supply system.

5. Provide the ability to calculate average, difference, and sum.

6. Provide up to three (3) totalizers and three (3) resettable counters that are resettable via digital inputs.

7. Provide counting or time pulse output for control of external units.

8. Provide menu-guided operation with 6-line plain text display.

9. Provide four digital inputs (i.e., for pump feedback) and one external temperature input.

10. Provide time-of-flight correction via integrated or external temperature sensors.

11. Provide linearization up to 32 points, freely configurable (i.e., manually, or half-automatically).

B. The SSI and manufacturer will collaborate on which pre-programmed linearization curves to use for types of vessels and flume.

1. Provide documentation of curves in writing to Engineer.

2. Provide online calculation of the flume-flows via integrated flow curves.

3. Provide pre-programmed pump control routines.

4. Provide system integration via HART.

5. Provide capability to add up to four (4) external limit switches.

C. All LIT transmitters will:

1. Provide first 4-20 mA analog output signal with highway addressable remote transducer (i.e., HART) protocol.

2. Provide Owner-specific signals on alarm. Default conditions will be at minimum (-10% or 3.6 mA) and at maximum (110% or 22 mA).

3. Provide freely selectable output damping (i.e., 0-1000 seconds).

4. Provide a maximum 600 Ohm (Ω) influence-negligible resistance load.

5. Provide single-pole, double-throw (i.e., SPDT) potential-free relays, capable of inversion.

D. The SSI will provide verification in writing with the Engineer as to the assignable functions of the relay outputs.

E. The SSI will provide verification in writing with the Engineer as to the state on error of the relay. Default condition will be de-energized.

1. Provide a switch-on, delay selectable, after power failure.

2. Provide LEDs for each relay (i.e., when energized), alarm relays, and pulse relays.

F. The SSI will provide all LITs with a 120 Vac power supply.

G. All LIT transmitter housings will:

1. Be capable of -40 to 140 °F using an IP66 / NEMA 4X field housing.

2. Provide a key combination at the operating module to lock the instrument.

H. All LIT transmitter datalog functions will:

1. Include peak hold indicator of the minimum/maximum levels or flows and the minimum/maximum temperatures at the sensors.

2. Include recording of the last 10 alarms.

3. Include indication of the operating status.

4. Include trend indication of the outputs on the on-site display.

5. Include indication of the operating hours.

2.7 PRESSURE GAUGES (PG):

A. Pressure gauges will be Ashcroft, or Engineer pre-approved equal.

B. Pressure gauge accuracy will comply with ASME B 40.1, Grade 2A, and be 0.05% (±) of full scale.

C. Pressure gauge range will be dependent on the particular site application – verify range requirements with Owner before ordering gauges.

D. Pressure gauges will be Glycerin filled and a minimum of 4-1/2" diameter with a case of fiberglass-reinforced thermoplastic, and a shatterproof (XSG) glass window.

E. Pressure gauge dial will be aluminum with white background and black pressure scale.

F. Pressure gauge pointer will be micrometer adjustable.

G. Pressure gauge bourdon tube will be 316-stainless steel.

H. Pressure gauge connection size will be 1/4" NPT with connection location in the lower position.

2.8 PRESSURE SWITCHES (PS):

A. Pressure switches will be Ashcroft with watertight enclosures, or Engineer pre-approved equal.

B. Pressure switches (i.e., LPA) will function as pressure control, using a single setpoint with adjustable deadband. The SSI will verify in writing with the Engineer for the nominal pressure ratings of each pressure switch application.

C. Pressure switch elements for LPA will be general purpose (i.e., Code H) and rated at 10 A, 125/250 Vac.

D. Pressure switch actuator-seals will be Teflon, rated at 0-150oF in a range of 0-600 psi. The SSI will verify in writing with the manufacturer that PS deadband for Teflon diaphragm multiplier does not exceed nominal range.

E. Pressure switch enclosures will be NEMA 4/4X, IP66, and be watertight and corrosion resistant.

F. All pressure switch materials will be compatible with the application liquids.

1. The SSI will check the chemical compatibility of the pressure switch materials with compatibility charts before purchase.

2. The SSI will verify applications and compatibility of pressure switch materials of construction (i.e., oxidizing media) with manufacturer prior to ordering equipment. If required, the SI will specify the proper option when ordering.

3. The SSI will be responsible for replacing all equipment at no cost to the Owner for post-installation material incompatibility issues.

G. The SSI will verify in writing with the Engineer whether to use ¼" NPT female or ½" female ports.

H. The SSI will obtain pressure switches from the manufacturer that include:

1. Wall mounting bracket.

2. Factory adjusted setpoint – verify all setpoints in writing with Engineer, including increase and decrease of deadband.

3. Range scale.

I. The SSI will work with the General Contractor to ensure proper mounting brackets on application pipelines.

2.9 FLOW ELEMENTS AND INDICATING TRANSMITTERS (FE/FIT):

A. Electromagnetic flow meters (i.e., mag meters) will be Endress & Hauser, or Engineer pre-approved equal. Mag meters will:

1. Be suitable for drinking water process liquids and a Western Europe and America (WEA) language group.

2. Have a minimum rating of 5 gallon / min with an operable flow range of 1000: 1 with a measured error +/- 0.2%, and display elements for three (3) totalizers.

3. Have a meter volume uncertainty maximum of 3.2% on the low end of the specified flow ranges.

4. Have a capability to handle fluid temperatures up to 170oF, and process pressures up to 580 psi, and be compliant with AWWA Class D standards.

5. Have a minimum conductivity of 5 uS/cm.

6. Have a communication connection to the process control system via EtherNet/IP using HART communications protocol, using point-to-point (i.e., analog/digital) signals.

7. Have 4-20 mA outputs, current inputs, and signals on alarm.

8. Retain the measuring system data in the event of a power supply failure.

9. Have switch points for low flow cutoff.

10. Have IP 67 (i.e., NEMA 4X) electronic protection.

11. Have four line display with backlighting, and touch control.

12. Have lengths in accordance with ISO standards.

13. Have measuring tubes of 316 stainless, and electrodes of Alloy C-22.

14. Have flanges and connections in accordance with ANSI B16.5, Material A 105, Class 150.

B. The SSI will provide manufacturer-recommended spare parts for:

1. Power supply kits.
2. Fuses, amplifier, and bus kits.
3. I/O module kits.
4. Display kits.
5. Electrical connection kits.
6. Terminal block kits.
7. Memory kits.
8. Cover kits.
9. Housing kits.
10. Sealing kits.

C. For each mag meter, the SSI will provide from the manufacturer:

1. Device Drivers.
2. Operating Instructions.
3. Mounting Instructions.

D. The SSI will provide mag meters for the following WTP locations:

1. Solids Transfer Pumps (Dewatering Building).
2. Recycle Pump Station Discharge (Waste Transfer PS).

E. The SSI will confirm meter linings in writing with the manufacturer for the meters. The HSPS meter linings will be NSF Standard 61 certified.

F. The SSI will confirm meter sizes and capacities in writing with Engineer before ordering mag meters from the manufacturer.

G. The SSI will use a compact version (i.e., transmitter and sensor form a mechanical unit), or a remote version (i.e., sensor is mounted separately from transmitter) as the individual application warrants. The SSI will verify each application in writing with Engineer and manufacturer before installing.

H. Transmitters shall be standard field housings, or stainless steel field housings (where applicable), or wall-mounted housing (where applicable). The SSI and the manufacturer will determine the correct housing type, and verify such in writing with Engineer before installing.

2.10 ANALYTICAL ELEMENTS AND INDICATING TRANSMITTERS (AE/AIT):

A. Turbidity analyzer on the raw water transfer pump-station discharge line will be a Lovibond PTV 2000 Low Range (LR) Turbidimeter with a 24 Vdc, 1-channel, Lovibond power and communications module (PCM), or Engineer pre-approved equal.

B. Turbidity analyzers on the Plate Settler Effluent Troughs (two total) will be Lovibond PTV 2000 Low Range (LR) Turbidimeters with a 24 Vdc, 1-channel, Lovibond power and communications module (PCM), or Engineer pre-approved equal.

C. Turbidity analyzer on each membrane filtration train and on the combined filtrate line prior to the MF/RO Splitter Structure will be a Lovibond PTV 6000 Laser Nephelometer with a 24 Vdc, 1-channel, Lovibond power and communications module (PCM), or Engineer pre-approved equal.

D. The analyzers will:

1. Be capable of a sample flow rate of 50 to 100 mL/minute (i.e., 0.8 to 1.6 gallons/hour), and a sample temperature of 0o to 50oC (32o to 122oF).

2. Be capable of an operating temperature of 0 deg to 40 deg C (32 deg to 104 deg F), and an operating humidity of 5% to 99% non-condensing.

3. The SSI will provide sun shield housings for the exterior mounted turbidimeters (x3).

4. The SSI will provide a 10.8 to 13.5 Vdc, 1.5 VA power supply for the Lovibond PTV 6000 turbidimeters.

5. Provide user-selectable signal averaging, bubble rejection, alarm and recorder output hold, and self-test diagnostics for the Lovibond PTV 6000 turbidimeters.

6. Provide cable lengths between sensors and transmitters that are continuous (without splices), and long enough to accommodate locations as shown on Drawings.

7. Provide a PCM controller with a NEMA 4X enclosure and stainless steel hardware for each turbidimeter.

8. Provide a PCM controller that displays auxiliary information such as analog input values, date and time, relay status, diagnostic warnings, and error messages.

    a. The controller will let operators control sensor and interface functions with menu-driven software, and transfer data to a computer via direct communications.

    b. The controller will have a built-in data logger to store data on 15-minute intervals for up to 6 months.

9. Provide a PCM controller that includes two isolated 4-20 mA analog outputs with a resolution of 0.005 mA (12-bit); able to drive up to 600 ohm loads; and have (setpoint selectable) values that can define the endpoints for minimum and maximum output current.

    a. Selected outputs will hold a preset value or remain active to respond to measurements during calibration events.

    b. The controller will include three set-point alarms, each equipped with SPDT relays with unpowered contacts rated at 5A.

10. Have ¼-inch NPT female and ¼-inch compression fitting for Nephelometer sample fitting, and ½-inch NPT female and ½-inch hose barb for drain fitting.

    a. Have ½-inch conduit holes for PCM controller, and a nylon-mounting bracket.

    b. Have the following accessories: calibration standards, Nephelometer calibration kit, and calibration verification standards.

2.11 CHLORINE RESIDUAL ANALYZERS:

A. Not Applicable.

2.12 CHLORINE DIOXIDE RESIDUAL ANALYZER:

A. Not Applicable.

2.13 pH ANALYZERS:

A. Not Applicable.

PART 3 EXECUTION:

3.1 DEVICE OPERATION:

A. Demonstrate complete and satisfactorily device operation and calibration in continuation with overall instrumentation system testing, checkout, and operator training. Refer to Section 13320, SCADA System requirements.

3.2 TRAINING:

A. Provide training for Owner's personnel on each type of instrument and/or sensing device.

1. Training is to encompass all system adjustments and protocol modifications made during demonstration testing.

2. Training is independent of demonstration testing, and excludes travel to and from site.

B. Training is to cover all functions for the operation and maintenance of the instrument and/or sensing device.

1. Schedule training at Owner's convenience after all operations and maintenance information described in Paragraph 1.3, Submittals is approved and in the Owner's possession.

2. Do not conduct training until after the date of completion (e.g., substantial) and subsequent acceptance of the work by the Owner.

3.3 LONG-TERM FOLLOW-UP TRAINING AND ADJUSTMENTS:

A. Following Owner acceptance of the work, the SSI is to return to the site for 1-day per month over the next six (6) consecutive months.

1. Scheduling will be at the Owner's convenience, or request.
2. Training and adjustment time excludes travel to and from site.

B. Visits are to provide any necessary or wanted follow-up training, equipment adjustments, and/or programming modifications.

C. Follow-up visits are beyond any other specific requests made by the Owner during the warranty period.

END OF SECTION

SECTION 13322

COMMUNICATION DEVICES

PART 1 GENERAL

1.1 SUMMARY:

A. The SCADA System Integrator (SSI) will furnish and install all communication devices as described herein and specified elsewhere by related section.

1. The SSI will use this section to define "standard" types of communication devices for bidding purposes.

2. The SSI will furnish and install all communication hardware and software, and alarm devices as needed, including all accessories.

3. The SSI will furnish and install all alarm system transmission and reception equipment as required to comply with other technical requirements referenced in Paragraph 1.2, Related Sections.

4. The SSI will furnish and install all labor and materials including all direct, indirect, overhead and profit costs.

B. Work includes:

1. Provide all specified requirements, gear, tools, and services as listed in or intended by the Contract General and Supplementary Conditions, Technical Specifications and Appendices, or as detailed by the project's drawings, or other addenda.

2. Coordinate with Owner and Engineer regarding intent and expectation for main building devices and remote devices (i.e., located around the Site) and integrate all peripheral equipment.

3. Provide systems start-up, training, and extended warranty services.

1.2 RELATED SECTIONS:

A. Section 13320 SCADA System

B. Section 13320-A Control Strategies

C. Section 13321 Instrumentation and Sensing Devices

1.3 SUBMITTALS:

A. Submit all product data according to the provisions within Section 01300. Submit for Engineer's review and approval.

B. Documents must include detailed descriptions of systems, subsystems, and component operations. Documents must verify complete integration of network equipment.

C. Documents must include all schematics and wiring diagrams; loop controls and relay ladder logic; software programs, database and proprietary language formats; and manuals for integrated systems and components.

D. Operation and Maintenance (O&M) manual documents must include all information described above. O&M manuals will include all manufacturer and SSI "As-Built" drawings and schematics. Interpret "As Built" to mean all changes made by the SSI to the Engineer's drawings, schematics and/or specifications.

PART 2 PRODUCTS

2.1 GENERAL:

A. Specifications herein intend to suggest the minimum requirements of the integrated SCADA communications, command, and control system network. Absence of any Engineer-specifics does not relieve the SSI from precisely bidding and supplying all hardware, software, devices, and support needed to accomplish the functional tasks implied by these specifications as a whole.

B. The SSI will supply all equipment and services to ensure a complete and totally integrated SCADA communications, command, and control system-network.

1. The Engineer recognizes that a Single supplier may not manufacture all equipment specified. However, the Engineer expects the SSI to supply all required equipment and services to complete the work (e.g., the system and network) and have it functioning properly.

2. The SSI will employ permanently adequate personnel to provide 24/7/365 support for the completed system and network. This includes properly trained field technicians and technical "office" support via remote communication.

C. The SSI will furnish a "no exception - no exclusion," one-year warranty for all parts and labor on all new equipment provided under this specification.

1. The warranty period begins after all equipment and systems installations are complete, functionally checked, and accepted by the Owner.

2. The warranty period is beyond any "limited" warranty extended by manufacturers and/or suppliers on their packages or products.

D. It is the responsibility of the SSI to review the Contract Documents carefully.

1. All requests for information, verification, clarification, and variance are the SSI's responsibility. Provide such requests in writing to the Engineer.

2. Provide the Engineer a written report of any conflict, error, ambiguity, or discrepancy. Obtain a written clarification from Engineer before proceeding with the work.

E. This section contains specific, proprietary products.

1. It is the General Contractor's (GC) responsibility to obtain Engineer pre-approval of product-substitution offers.

2. The SSI through the GC will submit all "or equal" product-substitution offers to the Engineer no less than 30-days prior to the Bid.

3. Product-substitution submittals will comply with Section 01300, Submittal requirements.

F. The Engineer will consider substitutions when a product becomes unavailable through no fault of the SSI, who will document each request with complete data substantiating compliance with Contract Documents.

G. A request constitutes a representation that :

1. The SSI investigated proposed product-substitution and determined that it meets or exceeds the quality level of the specified product.

2. The SSI will provide the same warranty for product-substitution as for specified product.

3. The SSI will coordinate installation and make changes to other Work, which may be required for the Work to be complete, with no additional cost to Owner.

4. The SSI waives claims for additional costs or time extension, which may subsequently become apparent.

H. Substitutions are not allowed:

1. When they are indicated or implied on equipment or product data submittals.

2. Without separate written request for each instance.

3. When acceptance will require revision to the Contract Documents.

I. Substitution submittal procedure:

1. Submit copies of request for substitution. Provide the number of copies specified in Section 01300, Submittals. Limit each request to a single proposed substitution.

2. Submit equipment submittals, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on SSI.

J. Engineer will notify SSI in writing of decision to accept or reject request.

2.2 ETHERNET NETWORK:

A. The integrated SCADA communications, command, and control system-network will have an EtherNet/IP application layer protocol for the Water Treatment Plant (WTP) local area network MTU/RTU components. The network will allow remote programming and diagnostics of the RTUs. An example demonstrating the Engineer's intent: an operator could use an EtherNet connection at the WTP's HMI/operator interface computer to remote access all PLCs on the network.

B. The WTP network will use Fiber Optic runs between the MTU and the RTU components. Provide for isolation and noise immunity – especially where there are VFDs, and single point-to-point runs from MTU to RTU.

C. The WTP network will have one EtherNet communication link between the WTP PLC and the Microfiltration/Reverse Osmosis (package system) PLC.

1. CAT 5 or CAT 6 cable is appropriate for such a short distance, as the PLCs will be adjacent to one another.

2. Refer to Section 13320, SCADA System, and the Phase-I SCADA System Architecture for EtherNet communications link.

D. The WTP network will use a TCP/IP communications protocol, and HTML.

2.3 VIRTUAL PRIVATE NETWORK (VPN):

A. The SSI will provide a VPN for remote access to the WTP network.

B. The VPN will be a Dell, or Engineer pre-approved equal.

C. The SSI will assist the Owner in applying for and acquiring the VPN license. The license is to be in Owner's name.

D. The SSI will use Windows Desktop software for VPN and remote access.

2.4 ALARM NOTIFCATION SOFTWARE:

A. The approved automatic dialing and voice-annunciation alarm-management system software is WIN-911, or Engineer pre-approved equal.

B. The WIN-911 software will be compatible with cell phones, tablets, landline phones, and wireless communications devices. Based upon verifying the Owner's preference, the SSI will provide the proper software options such as, but not limited to SMS, short message service (i.e., one- or two-way text messaging) mobile-to-mobile; or Voice capable (TAPI, telephony application programming interface) modem; or email notification; or Owner's choice.

C. The WIN-911 data interface with the SCADA system database will be a WIN-911 Direct Connect that supports Ignition and VTScada.

D. The SSI will provide a WIN-911 alarm log manager that views, sorts, arranges, and prints alarm history. The SSI will coordinate with the Owner and configure alarm manager to Owner's specifications. This is to include, but not be limited to personnel notification attempts and confirmations, and acknowledgements, events, and error codes.

E. The SSI will provide WIN-911 with WEB-911 XTools feature (i.e., a set of ActiveX controls) allowing User to drop WIN-911 configuration modules into any ActiveX container and SCADA display.

F. The SSI will provide WIN-911 with password and acknowledge codes that control access to functions from a caller ID to restricting changes to authorized operators.

PART 3 EXECUTION

3.1 DEVICE(S) OPERATION:

A. Demonstrate operation and calibration of all devices specified herein, in conjunction with the overall PLC, RTU, and instrumentation system testing, checkout, and operator training requirements.

END OF SECTION

SECTION 14551

SCREW CONVEYORS

PART 1 GENERAL

1.1 SUMMARY:

A. Section Includes Screw Conveyor Tag No. 05-SC-3101, 05-SC-3102, 05-SC-3103 (Vertical), 05-SC-3104:

1. Screw conveyor and appurtenances: Volute press manufacturer shall be responsible to supply suitable conveyor to transport and dump dewatered solids into dumpsters. The Conveyor configuration will vary and depend on the volute press. The contractor shall coordinate to provide and install a complete operating system.

B. Related Sections include but are not necessarily limited to:

1. Division 0 - Bidding Requirements, Contract Forms, and Conditions of the Contract.

2. Division 1 - General Requirements.

3. Section 11005 - Equipment: Basic Requirements.

4. Section 11145 – Sludge Dewatering Volute Press.

1.2 QUALITY ASSURANCE:

A. Referenced Standards:

1. ASTM International (ASTM).

1.3 SUBMITTALS:

A. Shop Drawings:

1. See Section 01300 for requirements for the mechanics and administration of the submittal process.

2. See Section 11005.

3. Fabrication and/or layout drawings.

a. Detailed drawings showing supports, drives, connection details, materials of construction, etc.

b. Structural calculations signed by a registered professional Structural Engineer for all structural support members.

4. Product technical data:

a. Acknowledgement that products submitted meet requirements of standards referenced.
b. Manufacturer's installation instructions.

B. Operation and Maintenance Manuals:

1. See Section 01300 for requirements for:

a. The mechanics and administration of the submittal process.
b. The content of Operation and Maintenance Manuals.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:

1. Shaftless Screw Conveyors:

a. KWS Manufacturing Co.
b. JDV Inc.
c. Custom Conveyor Corporation, Elk River, MN.
d. Engineer approved equal.

B. Submit request for substitution in accordance with Specification Section 01600.

2.2 MATERIALS:

A. Material Standards:

1.	Chutes	AISI 304, ASTM A167, 18-8
2.	Troughs, end plates, cover & drive	AISI 304, ASTM A167, 18-8.
3.	Supports	AISI 304, ASTM A167, 18-8.
4.	Hoppers	AISI 304, ASTM A167, 18-8
5.	Spiral flighting	High strength alloy carbon steel with a minimum hardness of 250 Brinnel
6.	Wear liner	Ultra high molecular weight polyethylene Sintered with anti-wear filler and Synthetic lubricants.
7.	Bolts, Nuts, and washers	AISI 304, ASTM A167, 18-8
8.	Conveyor troughs, lids and drives	AISI 304, ASTM A167, 18-8

2.3 EQUIPMENT:

A. Application:

1. Provide shaftless screw conveyors to transport sludge cakes into two (2) dumpsters. Sludge will be dewatered by a volute dewatering press. The volute dewatering press may produce sludge cakes up to

7.5 yds per hour @ 16% solids content. The sludge cakes may be of 12-20 % solids concentration. Sludge cake will be produced in a Wastewater Treatment Plant from WAS.

2. Four (4) screw conveyors (three horizontal and one vertical) tag (05-SC-3101, 05-SC-3102, 05-SC-3103 [vertical], 05-SC-3104) will be required.

3. Equipment shall be non-overloading and operate without noise, vibration, heating, or damage. Each conveyor shall not spatter or drip, and shall be capable of being cleared of material and shall continuously remove material that would otherwise cling to walls of trough.

4. All welds shall be continuous unless specified otherwise, with all welded joints sealed watertight. All sharp corners of all cuts and sheared edges shall be edge ground and made smooth. All fasteners will be stainless steel.

B. Physical Properties of Material to Convey:

1. Material: Sludge cake will be produced from a Wastewater Treatment Plant volute dewatering press. Polymer will be added to source sludge before dewatering.

2.4 COMPONENTS:

A. Troughs:

1. Trough:

a. Provide U-shaped troughs with an integral double top flange on each side and similar to the dimensional standards of CEMA 350 and enclosure classification IIE. Troughs with break forming will not be acceptable. Troughs shall be fabricated from minimum 4.8 mm plates. Covers shall be provided for any portion of the trough which is not covered by the filling chute. Covers shall be maximum 5 feet long section and made from minimum 2.6 mm plates. The trough cover section on each side of the conveyor inlet chute shall be hinged on one side of the trough with quick disconnect snap lock end handles to allow convenient access to these sections of the conveyor. A stainless expanded metal mesh screen shall be provided between the trough and the cover to allow visual access to this portion of the conveyor but prevent personnel from reaching into the conveyor. The screen will be removable for cleaning purposes. The cover shall be similar to CEMA Standard No. 300 24. Each conveyor shall be fixed with the appropriate warning labels to call for lock out –tag out of the electrical system before the covers are removed. Inspection hatches or sample ports with finger guards shall be provided. A flanged 4 inch drain outlet (low point) and a 2 inch hose connection (at high point)

outlet shall be provided. The contractor shall connect a flush system to the conveyor.

b. A gland packing ring consisting of two Teflon fiber packing rings shall seal the drive shaft at its penetration through the end plates, along with a greased labyrinth sealing system.

c. End seals, shrouds, inlet, discharge, etc., to be constructed from 1/4 IN (minimum) plates.

d. The inside trough surface shall have a wear liner consisting of a layer of ultra high molecular weight polyethylene (UHMW-PE). The line shall be a single piece, formed and bonded two (2) layers of the same material, each of different color to provide a visible indication when the liner is nearing the end of useful life. Liners with a second layer of different material will not be accepted. The liner shall be removable and supplied in maximum 1.0 m long sections. The liner shall be held in place with stainless steel clips. Fasteners shall not be acceptable. The liner shall be 16 mm thick. The wear liner shall be furnished to cover the entire length of the semi circular trough.

e. Coordinate opening sizes and connection details with all equipment affected.

B. The conveyor drive unit shall be equipped with an externally mounted motion failure alarm unit. The location and mounting details shall be as recommended by the conveyor manufacturer. Motion sensors shall be the non-contacting type using a probe with a pre-amplifier and main electronic assembly. The electronic unit shall operate on 120v, single phase, 60 Hz power and shall be housed in NEMA 4X enclosure. A 0-60 second time delay shall be provided.

C. The conveyor shall be furnished with an emergency trip cord and safety switch. The cord shall run full length of the conveyor. The trip switch shall immediately stop all conveyors when the switch is actuated.

D. Volute dewatering press control panel will provide operation of conveyors. An H-O-A switch at the conveyor will allow local control of the conveyor.

E. Chutes will be made from minimum ¼ inch plates and attached to conveyor with stainless steel bolts and gaskets.

F. Supports: A conceptual supports have been shown on drawings. Equipment manufacturer is responsible to design and furnish supports for the contractor to install. Supports must be robust and capable of handling all possible loads from strong winds and machine malefaction.

G. The conveyor shall be driven by a constant speed gear reducer direct connected to a 460 V, 3 phase, 60 Hz, TEFC electric motor. The drive shall be rigidly supported. The drive end shafts shall be constructed from SAE 4140, 2025, ST-50 shaft steel. Provide flanged ends and mating bolt holes

to match conveyor rotor center. The electric motor shall be 5 HP for SC-01 and 3 HP for SC-02.

H. All gear shall be AGMA Class II, single or double reduction, helical gear units with high capacity roller bearings. Bearings shall be designed for the thrust loads from the fully loaded start up condition and shall have an AFBMA B-10 life of 100,000 hours. The reducer will be air cooled unit with no auxiliary cooling requirement. The gear reducer shall be sized with a torque service factor of 1.5 times the absorbed power or 1.1 times the motor name plate at the driven shaft speed, whichever is higher. The gear housing shall be of 30,000 psi cast iron with removable inspection ports, oil breathers, oil level indicator, fill and drain holes with plugs, and gearing lubricated through an oil bath for the mounting position and indication required.

I. Structural Supports:

1. Provide structural supports as required to install conveyors as shown on Drawings.

2. Include beams, angles, etc., as required and anchoring devices to attach conveyors to the concrete floor.

J. Shaftless Flighting

1. Structural Integrity, Process Specification: The spiral shall be made from hot-rolled micro-alloy steel bar which is cold formed into the final specified diameter, pitch, hardness and strength. To eliminate OD spiral thinning or cracking, the cold-forming process must be a two-stage process. Single-stage cold-forming will not be accepted. Such two stages shall first consist of tightly cold rolling at zero pitch on a mandrel which uses a device to control the plastic flow of the spiral during forming and maintain a uniform outside and inside diameter thickness with no neck-down. The second stage of spiral forming shall consist of pulling the closely wound spiral in tension to the specified pitch in a device permitting free spiral rotation. Spirals manufactured in single forming operations of rolling to diameter and pitch simultaneously will not be accepted.

2. The actual spiral manufacturer (not reseller) shall issue a mill certification verifying the fabrication process herein specified.

3. Size and Physical Properties: All spiral flighting for the system shall consist of double spirals consisting of two (2) only concentric spirals, an outer spiral (60-mm width maximum x 25-mm thick minimum) and an inner spiral (50-mm width maximum and x20-mm thick minimum) welded together to form a single contiguous cold formed spiral with a final width of at least 110 mm (4.33 inches). Spirals shall have a minimum cross sectional area of 2500 mm2, a minimum strength of 80,000 psi, a minimum hardness of 250 Brinell and shall be concentric to within 1/16 inch. Single width spirals or spirals with smaller cross sectional areas will not be accepted under any circumstances.

4. Spiral Connection: The spiral flighting shall be connected to the drive shaft by welding the spirals to a 3/4"-inch (20 mm) minimum circular torque transmission plate welded to the spiral and properly reinforced and welded with a curved gusset plate at 180 degrees. The centerline of the spiral shall be perpendicular to the torque plate within) 0.015 inch. A separate 3/4-inch (20 mm) minimum torque transmission plate shall be bored with a countersunk and chamfered hole equal to the 1/4 inch less than the shaft diameter and the drive shaft shall be lathe-turned, keyed and undercut concentrically to a tight fit then welded to the plate with a six pass full penetration weld technique. The shaft shall be perpendicular to the torque plate within) 0.015 inch. The torque plates shall be connected with three (3) 3/4-inch No. 8 bolts and no space shall show between the connected plates. Spirals welded directly to a shaft or connected in any other way will not be accepted.

5. Spiral Welding: Spiral connections shall be welded according to AISC B-U3-GF and be six full-pass full-penetration welds. Flights shall be welded in a jig or the trough to assure true alignment. The OD of the joined spirals shall be completely concentric with no misalignment. Weld jointed spirals shall be straight and not show any misalignment or thump when rotated.

K. Shaftless Screw:

1. The manufacturer shall provide a minimum 12 inch diameter shaftless screw for this application.

L. Inclined conveyor will require two drop chutes with motorized gate valves to allow for isolation of either chute to allow removal of dumpsters for maintenance.

M. Comply with Section 11005.

PART 3 EXECUTION

3.1 INSTALLATION:

A. General: Install screw conveyors to locations and lengths shown on approved shop Drawings.

B. Install per manufacturer's written instructions.

C. Conveyors shall be fully assembled and tested in the factory for at least 15 minutes. A video shall be provided to verify testing in the factory.

D. Provide services of a factory trained manufacturer’s representative to inspect check out and place the conveyor in operation. Representative shall demonstrate satisfactory operation and provide training to Owner’s personnel. O & M manual will be used for training.

E. Provide representative on site for four (4) hours for inspection, check out, and start up.

F. Provide representative on site four (4) hours to show operation to plant personnel and training. Owner may videotape training.

G. Provide a certificate that equipment has been installed according to approved shop drawings and are satisfactory for operation.

H. Contractor shall provide all mounting hardware necessary for the equipment that is specified in this specification section.

END OF SECTION

PACKET 8.562 May 13, 2025

SECTION 15000

GENERAL PROVISIONS FOR MECHANICAL

PART 1 GENERAL

1.1 CHECKING DOCUMENTS

A. The drawings and the specification are numbered consecutively. The contractor shall check the drawings and specifications thoroughly and shall notify the Engineer of any discrepancies or omissions of sheets or pages. Upon notification, the Engineer will promptly provide the Contractor with any missing portions of the drawings or specifications. Discrepancies or omissions of sheets or pages of the contract documents will not relieve the Contractor of his duty to provide all work required by the complete contract documents.

1.2 GENERAL

A. In general, the lines and ducts and units to be installed by the various trades under these specifications shall be run as indicated, as specified herein, as required by particular conditions at the site, and as required to conform to the generally accepted standards as to complete the work in a neat and satisfactorily workable manner. The following is a general outline concerning the running of various lines and ducts and is to be excepted where the drawings or conditions at the building necessitate deviating from these standards.

B. All piping and ductwork for the mechanical trades shall be concealed in chases in finished areas, except as indicated on the drawings. Horizontal lines run in areas that have ceilings shall be run concealed in those ceilings, unless otherwise specifically indicated or directed.

C. Piping and ductwork may be run exposed in machinery and equipment spaces, where serving as connections to motors and equipment items in finished rooms where exposed connections are required, and elsewhere as indicated on the drawings or required.

D. The Contractor shall thoroughly acquaint himself with the details of the construction and finishes before submitting his bid, as no allowances will be made because of the Contractor's unfamiliarity with these details. Place all inserts in masonry walls while they are under construction. All concealed lines shall be installed as required by the pace of the general construction to precede that general construction.

E. The mechanical and electrical plans do not give exact locations, etc., and do not show all the offsets, control lines, pilot lines and other installation details, The Contractor shall carefully lay out his work at the site to conform to the Engineering and structural conditions, to provide proper grading of lines, to avoid all obstruction, to conform to details of installation supplied by the manufacturers of the equipment to be installed, and thereby to provide an integrated, satisfactorily operating installation.

F. The mechanical plans do not give exact location of outlets, fixtures, equipment items, etc. The exact location of each item shall be determined by reference to the general plans and to all detail drawings, equipment drawings, roughing-in drawings, etc., by measurements at the building, and in cooperation with other sections. Minor relocations necessitated by the conditions at the site or as directed by the Engineer shall be made without any additional cost to the Owner.

G. The Contractor shall be responsible for the proper fitting of his material and apparatus into the space. Should the particular equipment which any bidder proposes to install require other space conditions than those indicated on the drawings, he shall arrange for such space with the Engineer before submitting his bid. Should changes become necessary on account of failure to comply with this clause, the Contractor shall make such necessary changes at his (the Contractor's) own expense.

H. The Contractor shall submit working scale drawings of all his apparatus an equipment which in any way varies from these specifications and plans, which shall be checked by the Engineer before the work is started, and interferences with the structural conditions shall be corrected by the Contractor before the work proceeds.

I. Order of precedence shall be observed in laying out the pipe, ductwork, material in order to fit the material into the space above the ceiling and in the chases and walls. The following order shall govern:

1. Items affecting the visual appearance of the inside of the building such as lighting fixtures, diffusers, grilles, outlets, panelboards, etc. Coordinate all items to avoid conflicts at the site.

2. Large ducts and pipes with critical clearances.

3. Water lines, and other lines whose routing is not critical and whose function would not be impaired by bends and offsets.

J. Piping and ducts serving outlets on items of equipment shall be run in the most appropriate manner. Where the equipment has built-in chases, the lines shall be contained therein. Where the equipment is of the open type, the lines shall be run as close as possible to the underside of the top and in a neat and inconspicuous manner.

K. Exceptions and inconsistencies in plans and specifications shall be brought to the Engineer's attention before the contract is signed. Otherwise, the Contractor shall be responsible for any and all changes and additions that may be necessary to accommodate his particular apparatus, material or equipment.

L. The Contractor shall distinctly understand that the work described herein and shown on the accompanying drawings shall result in a finished and working job, and any item required to accomplish this intent shall be included whether specifically mentioned or not.

M. Each bidder shall examine the plans and specifications for the General Construction. If these documents show any item requiring work under Division 15 and that work is not indicated on the respective "M" or "P" drawings, he shall notify the Engineer in sufficient time to clarify before bidding. If no notification so received, the Contractor is assumed to require no clarification, and shall install the work as indicated on the General Plans in accordance with the specifications.

1.3 DIMENSIONS

A. Before ordering any material or doing any work, the Contractor shall verify all dimensions, including elevations, and shall be responsible for the correctness of the same. No extra charge or compensation will be allowed on account of differences between actual dimensions and measurements indicated on the drawings. Any difference which may be found shall be submitted to the Engineer for consideration before proceeding with the work.

1.4 MOTORS

A. All motors furnished under any of the several sections of these specifications shall be of recognized manufacturers of adequate capacity for the loads involved and wound for the current characteristics shown on the electrical drawings. All motors shall conform to the standards of the manufacture and performance of the National Electrical Manufacturer's Association. They further shall be listed by Underwriters Laboratories.

1.5 MANUFACTURER'S DIRECTION

A. All manufactured articles shall be applied, installed and handled as recommended by the manufacturer.

1.6 MATERIALS AND WORKMANSHIP

A. All materials shall be new unless otherwise specified and of the quality specified. Materials shall be free from defects. All materials of a type for which the Underwriters Laboratories have established a standard shall be listed by the Underwriters Laboratories and shall bear their label.

B. Wherever the make of material or apparatus required is not definitely specified, the Contractor shall submit a sample to the Engineer before proceeding.

C. The Engineer reserves the right to call for samples for any item of material offered in substitution, together with a sample of the specified material, when, in the Engineer's opinion, the quality of the material and/or the appearance is involved and it is deemed that an evaluation of the two materials may be better made by visual inspection. This shall be limited to plumbing brass, grilles, registers, ceilings outlets and similar items and shall not be applicable to major manufacturers' items of equipment.

D. The Contractor shall be responsible for transportation of his materials to and on the job, and shall be responsible for the storage and protection of these materials and work until the final acceptance of the job.

E. The Contractor shall furnish all necessary scaffolding, tackle, tools and appurtenances of all kinds, and all labor required for the safe and expeditious execution of his contract.

F. The workmanship shall in all respects be of the highest grade and all construction shall be done according to the best practice of the trade.

1.7 SUBSTITUTION OF MATERIAL

A. Where a definite material or only one manufacturer's name is mentioned in these specifications, it has been done in order to establish a standard. The product of the particular manufacturer mentioned is of satisfactory construction and any substitution must be of quality equal to or exceeding the named article. No substitution shall be made without review by the Engineer, who will be the sole judge of equality.

B. The Contractor shall submit for approval a complete list of the materials he proposes to use. This list shall give manufacturers' names and designations corresponding to each and every item and the submission shall be accompanied by complete descriptive literature and/or any supplementary data, drawings, etc., necessary to give full and complete details.

C. Should a substitution be acceptable under the provisions of the conditions of these specifications, and should this substitute prove to be defective or otherwise unsatisfactory for the service for which it is intended within the guarantee period, the Contractor who originally requested the substitution shall replace the substitute material with the specified material.

1.8 SHOP DRAWINGS

A. Wherever shop drawings are called for in these specifications, they shall be furnished by the Contractor for the work involved after review by the Engineer as to the make and type of material and in sufficient time so that no delay or changes will be caused. This is done in order to facilitate progress on the job and failure on the part of the Contractor to comply shall render him liable to stand the expense of any and all delays, changes in construction, etc., occasioned by his failure to provide the necessary details. Also, if the Contractor fails to comply with this provision, the Engineer reserves the right to deal directly with the manufacturer he selects and secure any details he might deem necessary. Should there be any charges in connection with this, they shall be borne by the Contractor.

B. Shop drawings will be reviewed by the Engineer for general compliance with the design concept of the project and general with the information given in the contract documents. Review by the Engineer and any action by the Engineer in marking shop drawings is subject to the requirements of the entire contract documents. The Contractor will be held responsible for quantities, dimensions which shall be confirmed and correlated at the job site, fabrication processes, and techniques of construction, coordination of all trades, and the satisfactory performances of his work.

C. Shop drawings submitted shall not consist of manufacturers' catalogues or tear sheets that contain no indication of the exact item offered. Rather, the submission of individual items shall designate the exact item offered and shall clearly identify the item with the project.

D. All shop drawings shall be submitted at one time and shall consist of a bound catalogue of all shop drawings under each section properly indexed and certified that the Contractor has checked them.

E. The omission of any material from the shop drawings which has been shown on the contract drawings or specified, even though reviewed by the Engineer, shall not relieve the Contractor from furnishing and erecting same.

1.9 LAWS, CODES AND ORDINANCES

A. All work shall be executed in strict accordance with all local, state and national codes, ordinances and regulations governing the particular class of work involved, as interpreted by the inspecting authority. The Contractor shall be responsible for the final execution of the work under this heading to suit those requirements. Where these specifications and the accompanying drawings conflict with these requirements, the Contractor shall report the matter to the Engineer, shall prepare any supplemental drawings required illustrating how the work may be installed so as to comply and, on approval, make the changes at no cost to the Owner. On completion of the various portions of the work the installation shall be tested by the constituted authorities, approved and, on completion of the work, the Contractor shall obtain and deliver to the Owner a final certificate of acceptance.

1.10 TERMINOLOGY

A. Wherever the words "furnish, "provide", "furnish and install", "provide and install", and/or similar phrases occur, it is the intent that the materials and equipment described be furnished, installed and connected under this Division of the Specifications, complete for operation unless specifically noted to the contrary.

B. Where a material is described in detail, listed by catalogue number or otherwise called for, it shall be the Contractor's responsibility to furnish and install the material.

C. The use of the word "shall" conveys a mandatory condition to the contract.

D. "This section" always refers to the section in which the statement occurs.

E. "The project" includes all work in progress during the construction period.

F. "Concealed" areas are those areas which cannot be seen by the building occupants from the floor with all building components in place. "Exposed" areas are all areas which are exposed to view by the building occupants, including mechanical rooms.

G. In describing the various items of equipment, in general, each item will be described singularly, even though there may be a multiplicity of identical or similar items.

1.11 PAINTING

A. All painting shall be done by the Contractor under Division 9. Following is a general outline of the required work for Divisions 15.

1. When the factory finish on any apparatus or equipment is marred, it shall be touched up and then given one coat of half flat half enamel, followed by a coat of machinery enamel of a color to match the original. Paint factory primed surfaces.

2. Paint all exposed pipe, hangers and supports.

3. Paint all insulated surfaces exposed to view, including piping, equipment, etc. Sand surfaces until a smooth, non-grainy surface is obtained.

1.12 ROUGH-IN AND FINAL CONNECTIONS FOR EQUIPMENT

A. The shop drawings for all equipment are hereby made a part of these specifications. The Contractor under each section of the specification shall rough-in for the specifications or by the owner. The Contractor shall refer to all drawings and other sections of the specifications for the scope of work involved for the new required equipment connections for the Owner furnished equipment.

B. Should any of the equipment furnished require connections of a nature different from that shown on the drawings, report the matter to the Engineer and finally connect as directed by the Engineer.

C. Should any shop drawings not be available for equipment furnished under other contracts or by the Owner, the Contractor under each section of these specifications shall bid the work as detailed on the drawings.

D. Minor differences in the equipment furnished and that indicated on the drawings will not constitute grounds for additional payment to the Contractor.

1.13 PIPE IDENTIFICATION

A. The Contractor shall mark all accessible piping systems. The identification of a piping system shall be made by a positive identification of the material content of the system by lettered legend, giving the name of the content in full or abbreviated form. This mark shall be conspicuously placed at frequent intervals on straight runs, close to all valves, at changes of direction and where pipes pass through walls, floors or ceilings. Arrows shall be used to indicate direction of flow.

B. Markers shall be placed on piping at each connection to an item of equipment, at each pump, and on each drop to an outlet. Markers shall be placed on each run of piping at intervals not exceeding 50 feet where exposed in a room and 25 feet when installed above removable ceilings, except that no exposed line shall enter a room without being identified therein. Marker on lines above removable ceilings shall be applied on the underside of the lines and in other areas shall be applied to be most visible.

C. Markers shall conform to completely with "The Scheme for Identification of Piping Systems (ANSI A131 1981). Markers shall have ANSI specified color coded background, color of legend and legend letter size.

1.14 IDENTIFICATION AND LABELING

A. The Contractor shall make it possible for the personnel operating and maintaining the equipment and systems in this project to readily identify the various pieces of equipment, valves, piping, etc., by marking them. All items of equipment such as fans, pumps, etc., shall be clearly marked using engraved nameplates as hereinafter specified. The item of equipment shall indicate the same number as shown on the drawings. For example, pumps shall be identified as P-1, P-2, P-3, etc.; exhaust fans will be EF-1, EF-2, EF-3, etc.; Fan Coil Units will be FC-1, FC-2, etc.

B. All items of mechanical equipment shall be identified by the attachment of engraved nameplates constructed from laminated phenolic plastics, at least 1/16" thick, 2-ply, with a black surface and a white background. Engraving shall be condensed gothic or similar letter style, at least 1/4" high, appropriately spaced. Nomenclature on the label shall include the name of the item, its mark number, area, space, or equipment served, and other pertinent information. Equipment to be labeled shall include but not be limited to the following:

1. AC Units.
2. Air Conditioning Control Panels and Switches.
3. Exhaust and Return Air Fans.
4. Miscellaneous - similar and/or related items.

1.15 OPERATING MANUALS

A. Prepare and submit 3 copies of the operating manuals bound in hard covered three ring binders three weeks prior to completion of the work. The Engineer will check the manuals and any additional material necessary to complete the manuals shall be furnished and inserted by the Contractor.

B. Manuals shall contain the following data:

1. Catalogue data of all equipment.
2. Shop drawings of all equipment.
3. Wiring diagrams.
4. Recommended maintenance schedule for equipment.
5. Parts list for all items.
6. Name and address of each vendor.

1.16 GUARANTEE

A. Unless a longer guarantee is hereinafter called for, all work, material and equipment items shall be guaranteed for a period of one year after acceptance by the Owner. All defects in labor and materials occurring during this period, as determined by the Engineer, shall be repaired and/or replaced to the complete satisfaction of the Owner. Guarantee shall be in writing and in triplicate.

1.17 COMPLETION REQUIREMENTS

A. Before acceptance and final payment the Contractor under each Division of the specifications shall furnish the following:

1. Accurate record drawings, shown in red ink on blue line prints, furnished for that purpose, all changes from the original plans made during installation of the work. Drawings shall be filed with the Engineer when the work is completed.

2. All manufacturers' operating manuals.

3. All operating manuals.

4. Guarantee.

5. Test and Balance Report.

END OF SECTION

SECTION 15050

BASIC MECHANICAL MATERIALS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and the Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following basic mechanical materials and methods to complement other Division 15 Sections.

1. Piping materials and installation instructions common to most piping systems.

2. Concrete equipment base construction requirements.

3. Equipment nameplate data requirements.

4. Labeling and identifying mechanical systems and equipment is specified in Division 15 Section "Basic Mechanical Materials."

5. Nonshrink grout for equipment installations.

6. Field-fabricated metal and wood equipment supports.

7. Installation requirements common to equipment specification Sections.

8. Mechanical demolition.

9. Cutting and patching.

10. Touchup painting and finishing.

B. Pipe and pipe fitting materials are specified in piping system Sections.

1.3 DEFINITIONS

A. Pipe, pipe fittings, and piping include tube, tube fittings, and tubing.

B. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below the roof, spaces above ceilings, unexcavated spaces, crawl spaces, and tunnels.

C. Exposed Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.

D. Exposed Exterior Installations: Exposed to view outdoors, or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.

E. Concealed Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.

F. Concealed Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants, but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

1.4 SUBMITTALS

A. General: Submit the following according to the Conditions of the Contract and Division 1 Specification Sections.

B. Product data for following piping specialties:

1. Mechanical sleeve seals.
2. Identification materials and devices.

C. Samples of color, lettering style, and other graphic representation required for each identification material and device.

D. Shop drawings detailing fabrication and installation for metal and wood supports and anchorage for mechanical materials and equipment.

E. Coordination drawings for access panel and door locations.

F. Prepare coordination drawings according to Division 1 Section "Submittals" to a 1/4 inch equals 1 foot (1:48) scale or larger. Detail major elements, components, and systems of mechanical equipment and materials in relationship with other systems, installations, and building components. Show space requirements for installation and access. Show where sequence and coordination of installations are important to the efficient flow of the Work. Include the following:

1. Proposed locations of piping, ductwork, equipment, and materials. Include the following:

a. Planned piping layout, including valve and specialty locations and valve stem movement.

b. Planned duct systems layout, including elbow radii and duct accessories.

c. Clearances for installing and maintaining insulation.

d. Clearances for servicing and maintaining equipment, including space for equipment disassembly required for periodic maintenance.

e. Equipment service connections and support details.

f. Exterior wall and foundation penetrations.

g. Fire-rated wall and floor penetrations.

h. Sizes and location of required concrete pads and bases.

2. Scheduling, sequencing, movement, and positioning of large equipment into the building during construction.

3. Floor plans, elevations, and details to indicate penetrations in floors, walls, and ceilings and their relationship to other penetrations and installations.

4. Reflected ceiling plans to coordinate and integrate installations, air outlets and inlets, light fixtures, communication systems components, sprinklers, and other ceiling-mounted items.

G. Welder certificates signed by Contractor certifying that welders comply with requirements specified under the "Quality Assurance" Article.

1.5 QUALITY ASSURANCE

A. Qualify welding processes and operators for structural steel according to AWS D1.1 "Structural Welding Code--Steel.

B. 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.

C. ASME A13.1 for lettering size, length of color field, colors, and viewing angles of identification devices.

D. Equipment Selection: Equipment of greater or larger power, dimensions, capacities, and ratings may be furnished provided such proposed equipment is approved in writing and connecting mechanical and electrical services, circuit breakers, conduit, motors, bases, and equipment spaces are increased. No additional costs will be approved for these increases, if larger equipment is approved. If minimum energy ratings or efficiencies of the equipment are specified, the equipment must meet the design requirements and commissioning requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver pipes and tubes with factory-applied end-caps. Maintain end-caps through shipping, storage, and handling to prevent pipe-end damage and prevent entrance of dirt, debris, and moisture.

B. Protect stored pipes and tubes from moisture and dirt. Elevate above grade. When stored inside, do not exceed structural capacity of the floor.

C. Protect flanges, fittings, and piping specialties from moisture and dirt.

D. Protect stored plastic pipes from direct sunlight. Support to prevent sagging and bending.

1.7 SEQUENCING AND SCHEDULING

A. Coordinate mechanical equipment installation with other building components.

B. Arrange for chases, slots, and openings in building structure during progress of construction to allow for mechanical installations.

C. Coordinate the installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.

D. Sequence, coordinate, and integrate installations of mechanical materials and equipment for efficient flow of the Work. Coordinate installation of large equipment requiring positioning prior to closing in the building.

E. Coordinate connection of electrical services.

F. Coordinate connection of mechanical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies.

G. Coordinate requirements for access panels and doors where mechanical items requiring access are concealed behind finished surfaces.

H. Coordinate installation of identifying devices after completing covering and painting where devices are applied to surfaces. Install identifying devices prior to installing acoustical ceilings and similar concealment.

PART 2 PRODUCTS

2.1 PIPE AND PIPE FITTINGS

A. Refer to individual piping system specification Sections for pipe and fitting materials and joining methods.

B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.2 JOINING MATERIALS

A. Refer to individual piping system specification Sections in Division 15 for special joining materials not listed below.

B. Pipe Flange Gasket Materials: Suitable for the chemical and thermal conditions of the piping system contents.

1. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch (3-mm) 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 (3 mm) 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.

2. Alloy Sn50: Tin (50 percent) and lead (50 percent).

3. Alloy E: Tin (approximately 95 percent) and copper (approximately 5 percent), having 0.10 percent maximum lead content.

4. Alloy HA: Tin-antimony-silver-copper-zinc, having 0.10 percent maximum lead content.

5. Alloy HB: Tin-antimony-silver-copper-nickel, having 0.10 percent maximum lead content.

6. Alloy Sb5: Tin (95 percent) and antimony (5 percent), having 0.20 percent maximum lead content.

F. Brazing Filler Metals: AWS A5.8.

1. BCuP Series: Copper-phosphorus alloys.

2. BAg1: Silver alloy.

G. Welding Filler Metals: Comply with AWS D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.

H. Solvent Cements: Manufacturer's standard solvents complying with the following:

1. Acrylonitrile-Butadiene-Styrene (ABS): ASTM D 2235.
2. Chlorinated Poly(Vinyl Chloride) (CPVC): ASTM F 493.
3. Poly(Vinyl Chloride) (PVC): ASTM D 2564.
4. PVC to ABS Transition: Made to requirements of ASTM D 3138, color other than orange.

I. Plastic Pipe Seals: ASTM F 477, elastomeric gasket.

J. Flanged, Ductile-Iron Pipe Gasket, Bolts, and Nuts: AWWA C110, rubber gasket, carbon steel bolts and nuts.

K. Couplings: Iron body sleeve assembly, fabricated to match outside diameters of plain-end pressure pipes.

1. Sleeve: ASTM A 126, Class B, gray iron.
2. Followers: ASTM A 47 (ASTM A 47M), Grade 32510 or ASTM A 536 ductile iron.
3. Gaskets: Rubber.
4. Bolts and Nuts: AWWA C111.
5. Finish: Enamel paint.

2.3 PIPING SPECIALTIES

A. Escutcheons: Manufactured wall, ceiling, and floor plates; deep-pattern type where required to conceal protruding fittings and sleeves.

1. Inside Diameter: Closely fit around pipe, tube, and insulation.

2. Outside Diameter: Completely cover opening.

3. Cast Brass: One-piece, with set-screw.

a. Finish: Rough brass.
b. Finish: Polished chrome plate.

4. Cast Brass: Split casting, with concealed hinge and set-screw.

a. Finish: Rough brass.
b. Finish: Polished chrome plate.

5. Stamped Steel: One-piece, with set-screw and chrome-plated finish.

6. Stamped Steel: One-piece, with spring clips and chrome-plated finish.

7. Stamped Steel: Split plate, with concealed hinge, set-screw, 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, set-screw, and chrome-plated finish.

10. Stamped Steel: Split plate, with exposed-rivet hinge, spring clips, and chrome-plated finish.

11. Cast-Iron Floor Plate: One-piece casting.

B. Dielectric Fittings: Assembly or fitting having insulating material isolating joined dissimilar metals to prevent galvanic action and stop corrosion.

1. Description: Combination of copper alloy and ferrous; threaded, solder, plain, and weld neck end types and matching piping system materials.

2. Insulating Material: Suitable for system fluid, pressure, and temperature.

3. Dielectric Unions: Factory-fabricated, union assembly for 250-psig (1725-kPa) minimum working pressure at a 180 deg F (82 deg C) temperature.

4. Dielectric Flanges: Factory-fabricated, companion-flange assembly for 150- or 300-psig (1035-kPa or 2070-kPa) 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 (1035kPa or 2070kPa) 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 (2070-kPa) minimum working pressure at 225 deg F (107 deg C) 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 (2070-kPa) working pressure at 225 deg F (107 deg C) temperature.

C. Mechanical Sleeve Seals: Modular, watertight mechanical type. Components include interlocking synthetic rubber links shaped to continuously fill annular space between pipe and sleeve. Connecting bolts and pressure plates cause rubber sealing elements to expand when tightened.

D. Sleeves: The following materials are for wall, floor, slab, and roof penetrations:

1. Steel Sheet-Metal: 24-gage (0.70mm) or heavier galvanized sheet metal, round tube closed with welded longitudinal joint.

2. Steel Pipe: ASTM A 53, Type E, Grade A, Schedule 40, galvanized, plain ends.

3. Cast-Iron: Cast or fabricated wall pipe equivalent to ductile-iron pressure pipe, having plain ends and integral water stop, except where other features are specified.

4. Wall Penetration Systems: Wall sleeve assembly, consisting of housing, gaskets, and pipe sleeve, with 1 mechanical-joint end conforming to AWWA C110 and 1 plain pipe-sleeve end.

a. Penetrating Pipe Deflection: 5 percent without leakage.

b. Housing: Ductile-iron casting having waterstop and anchor ring, with ductile-iron gland, steel studs and nuts, and rubber gasket conforming to AWWA C111, of housing and gasket size as required to fit penetrating pipe.

c. Pipe Sleeve: AWWA C151, ductile-iron pipe.

d. Housing-to-Sleeve Gasket: Rubber or neoprene push-on type of manufacturer's design.

5. Cast-Iron Sleeve Fittings: Commercially made sleeve having an integral clamping flange, with clamping ring, bolts, and nuts for membrane flashing.

a. Underdeck Clamp: Clamping ring with set-screws.

6. PVC Plastic: Manufactured, permanent, with nailing flange for attaching to wooden forms.

7. PVC Plastic Pipe: ASTM D 1785, Schedule 40.

8. PE Plastic: Manufactured, reusable, tapered, cup-shaped, smooth outer surface, with nailing flange for attaching to wooden forms.

2.4 IDENTIFYING DEVICES AND LABELS

A. General: Manufacturer's standard products of categories and types required for each application as referenced in other Division 15 Sections. Where

more than one type is specified for listed application, selection is Installer's option, but provide single selection for each product category.

B. Equipment Nameplates: Metal nameplate with operational data engraved or stamped, permanently fastened to equipment.

1. Data: Manufacturer, product name, model number, serial number, capacity, operating and power characteristics, labels of tested compliances, and similar essential data.
2. Location: An accessible and visible location.

C. Stencils: Standard stencils, prepared for required applications with letter sizes conforming to recommendations of ASME A13.1 for piping and similar applications, but not less than 1-1/4-inch (30-mm) -high letters for ductwork and not less than 3/4-inch (19-mm) -high letters for access door signs and similar operational instructions.

1. Material: Fiberboard.

2. Material: Brass.

3. Stencil Paint: Standard exterior type stenciling enamel; black, except as otherwise indicated; either brushing grade or pressurized spray-can form and grade.

4. Identification Paint: Standard identification enamel of colors indicated or, if not otherwise indicated for piping systems, comply with ASME A13.1 for colors.

D. Snap-On Plastic Pipe Markers: Manufacturer's standard preprinted, semirigid snap-on, color-coded pipe markers, conforming to ASME A13.1.

E. Pressure-Sensitive Pipe Markers: Manufacturer's standard preprinted, permanent adhesive, color-coded, pressure-sensitive vinyl pipe markers, conforming to ASME A13.1.

F. Plastic Duct Markers: Manufacturer's standard laminated plastic, color coded duct markers. Conform to following color code:

1. Green: Cold air.
2. Yellow: Hot air.
3. Yellow/Green: Supply air.
4. Blue: Exhaust, outside, return, and mixed air.
5. For hazardous exhausts, use colors and designs recommended by ASME A13.1.
6. Nomenclature: Include following:

a. Direction of air flow.
b. Duct service (supply, return, exhaust, etc.).
c. Duct origin (from).
d. Duct destination (to).
e. Design cfm.

G. Engraved Plastic-Laminate Signs: ASTM D 709, Type I, cellulose, paper-base, phenolic-resin-laminate engraving stock; Grade ES-2, black surface, black phenolic core, with white (letter color) melamine subcore, except when other colors are indicated.

1. Fabricate in sizes required for message.

2. Engraved with engraver's standard letter style, of sizes and with wording to match equipment identification.

3. Punch for mechanical fastening.

4. Thickness: 1/16 inch (1.5 mm), except as otherwise indicated.

5. Thickness: 1/8 inch (3 mm), except as otherwise indicated.

6. Thickness: 1/16 inch (1.5 mm) for units up to 20 square inches (13,000 sq. mm) or 8 inches (200 mm) long; 1/8 inch (3 mm) for larger units.

7. Fasteners: Self-tapping stainless-steel screws or contact-type permanent adhesive.

H. Plastic Equipment Markers: Laminated-plastic, color-coded equipment markers. Conform to following color code:

1. Green: Cooling equipment and components.

2. Yellow: Heating equipment and components.

3. Yellow/Green: Combination cooling and heating equipment and components.

4. Brown: Energy reclamation equipment and components.

5. Blue: Equipment and components that do not meet any of the above criteria.

6. For hazardous equipment, use colors and designs recommended by ASME A13.1.

7. Nomenclature: Include following, matching terminology on schedules as closely as possible:

   a. Name and plan number.
   b. Equipment service.
   c. Design capacity.
   d. Other design parameters such as pressure drop, entering and leaving conditions, and rpm.

8. Size: Approximately 2-1/2 by 4 inches (65 by 100 mm) for control devices, dampers, and valves; and 4-1/2 by 6 inches (115 by 150 mm) for equipment.

I. Lettering and Graphics: Coordinate names, abbreviations, and other designations used in mechanical identification, with corresponding designations indicated. Use numbers, lettering, and wording indicated for proper identification and operation/maintenance of mechanical systems and equipment.

1. Multiple Systems: Where multiple systems of same generic name are indicated, provide identification that indicates individual system number as well as service such as "Boiler No. 3," "Air Supply No. 1H," or "Standpipe F12."

2.5 GROUT

A. Nonshrink, Nonmetallic Grout: ASTM C 1107, Grade B.

1. Characteristics: Post-hardening, volume-adjusting, dry, hydraulic-cement grout, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
2. Design Mix: 5000-psi (34.50-MPa), 28-day compressive strength.
3. Packaging: Premixed and factory-packaged.

PART 3 EXECUTION

3.1 PIPING SYSTEMS--COMMON REQUIREMENTS

A. General: Install piping as described below, except where system Sections specify otherwise. Individual piping system specification Sections in Division 15 specify piping installation requirements unique to the piping system.

B. General Locations and Arrangements: Drawings (plans, schematics, and diagrams) indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated, except where deviations to layout are approved on coordination drawings.

C. Install piping at indicated slope.

D. Install components having pressure rating equal to or greater than system operating pressure.

E. Install piping in concealed interior and exterior locations, except in equipment rooms and service areas.

F. Install piping free of sags and bends.

G. Install exposed interior and exterior piping at right angles or parallel to building walls. Diagonal runs are prohibited, except where indicated.

H. Install piping tight to slabs, beams, joists, columns, walls, and other building elements. Allow sufficient space above removable ceiling panels to allow for ceiling panel removal.

I. Install piping to allow application of insulation plus 1-inch (25-mm) clearance around insulation.

J. Locate groups of pipes parallel to each other, spaced to permit valve servicing.

K. Install fittings for changes in direction and branch connections.

L. Install couplings according to manufacturer's printed instructions.

M. Install pipe escutcheons for pipe penetrations of concrete and masonry walls, wall board partitions, and suspended ceilings according to the following:

1. Chrome-Plated Piping: Cast-brass, one-piece, with set-screw, 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 set-screw.

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 set-screw or spring clips.

N. Sleeves are not required for core drilled holes.

O. Permanent sleeves are not required for holes formed by PE plastic (removable) sleeves.

P. Install sleeves for pipes passing through concrete and masonry walls, concrete floor and roof slabs, and where indicated.

Q. 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 2 inches (50 mm) 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 (6-mm) annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:

a. PVC Pipe Sleeves: For pipes smaller than 6 inches (150 mm).

b. Steel Pipe Sleeves: For pipes smaller than 6 inches (150 mm).

c. Steel Sheet-Metal Sleeves: For pipes 6 inches (150 mm) and larger that penetrate gypsum-board partitions.

d. 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 2 inches (50 mm) above finished floor level.

i. Seal space outside of sleeve fittings with nonshrink, nonmetallic grout.

4. Except for below-grade wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using elastomeric joint sealants specified in Division 7 Section "Joint Sealants."

R. Above Grade, Exterior Wall, Pipe Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Size sleeve for 1-inch (25-mm) annular clear space between pipe and sleeve for installation of mechanical seals.

1. Install steel pipe for sleeves smaller than 6 inches (150 mm).
2. Install cast-iron wall pipes for sleeves 6 inches (150 mm) and larger.
3. Assemble and install mechanical seals according to manufacturer's printed instructions.

S. Below Grade, Exterior Wall, Pipe Penetrations: Install cast-iron wall pipes for sleeves. Seal pipe penetrations using mechanical sleeve seals. Size sleeve for 1-inch (25-mm) annular clear space between pipe and sleeve for installation of mechanical seals.

T. Below Grade, Exterior Wall, Pipe Penetrations: Install ductile-iron wall penetration system sleeves according to manufacturer's printed installation instructions.

U. Fire Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestopping sealant material.

V. Verify final equipment locations for roughing in.

W. Refer to equipment specifications in other Sections for roughing-in requirements.

X. Piping Joint Construction: Join pipe and fittings as follows and as specifically required in individual piping system Sections.

1. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

2. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

3. Soldered Joints: Construct joints according to AWS "Soldering Manual," Chapter 22 "The Soldering of Pipe and Tube."

4. Brazed Joints: Construct joints according to AWS "Brazing Manual" in the "Pipe and Tube" chapter.

5. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full inside diameter. Join pipe fittings and valves as follows:

    a. Note the internal length of threads in fittings or valve ends, and proximity of internal seat or wall, to determine how far pipe should be threaded into joint.

    b. Apply appropriate tape or thread compound to external pipe threads (except where dry seal threading is specified).

    c. Align threads at point of assembly.

    d. Tighten joint with wrench. Apply wrench to valve end into which pipe is being threaded.

    e. Damaged Threads: Do not use pipe or pipe fittings having threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

6. Welded Joints: Construct joints according to AWS D10.12 "Recommended Practices and Procedures for Welding Low Carbon Steel Pipe" using qualified processes and welding operators according to the "Quality Assurance" Article.

7. Flanged Joints: Align flange surfaces parallel. Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Assemble joints by sequencing bolt tightening to make initial contact of flanges and gaskets as flat and parallel as possible. Use suitable lubricants on bolt threads. Tighten bolts gradually and uniformly using torque wrench.

8. Plastic Pipe and Fitting Solvent-Cement Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join pipe and fittings according to the following standards:

    a. Comply with ASTM F 402 for safe handling of solvent-cement and primers.

    b. Acrylonitrile-Butadiene-Styrene (ABS): ASTM D 2235 and ASTM D 2661.

c. Chlorinated Poly(Vinyl Chloride) (CPVC): ASTM D 2846 and ASTM F 493.

d. Poly(Vinyl Chloride) (PVC) Pressure Application: ASTM D 2672.

e. Poly(Vinyl Chloride) (PVC) Non-Pressure Application: ASTM D 2855.

f. PVC to ABS (Non-Pressure) Transition: Procedure and solvent cement described in ASTM D 3138.

9. Plastic Pipe and Fitting Heat-Fusion Joints: Prepare pipe and fittings and join with heat-fusion equipment according to manufacturer's printed instructions.

a. Plain-End Pipe and Fittings: Butt joining.
b. Plain-End Pipe and Socket-Type Fittings: Socket joining.

Y. Piping Connections: Except as otherwise indicated, make piping connections as specified below.

1. Install unions in piping 2 inches (50 mm) and smaller adjacent to each valve and at final connection to each piece of equipment having a 2-inch (50-mm) or smaller threaded pipe connection.

2. Install flanges in piping 2-1/2 inches (65 mm) and larger adjacent to flanged valves and at final connection to each piece of equipment having flanged pipe connection.

3. Dry Piping Systems (Gas, Compressed Air, and Vacuum): Install dielectric unions and flanges to connect piping materials of dissimilar metals.

4. Wet Piping Systems (Water and Steam): Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

3.2 EQUIPMENT INSTALLATION--COMMON REQUIREMENTS

A. Install equipment to provide the maximum possible headroom where mounting heights are not indicated.

B. Install equipment according to approved submittal data. Portions of the Work are shown only in diagrammatic form. Refer conflicts to the Architect.

C. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, except where otherwise indicated.

D. Install mechanical equipment to facilitate servicing, maintenance, and repair or replacement of equipment components. Connect equipment for ease of disconnecting, with minimum of interference with other installations. Extend grease fittings to an accessible location.

E. Install equipment giving right-of-way to piping systems installed at a required slope.

3.3 LABELING AND IDENTIFYING

A. Piping Systems: Install pipe markers on each system. Include arrows showing normal direction of flow.

1. Stenciled Markers: Complying with ASME A13.1.

2. Plastic markers, with application systems. Install on pipe insulation segment where required for hot noninsulated pipes.

3. Locate pipe markers wherever piping is exposed in finished spaces, machine rooms, accessible maintenance spaces (shafts, tunnels, plenums), and exposed exterior locations as follows:

a. Near each valve and control device.

b. Near each branch, excluding short take-offs for fixtures and terminal units. Mark each pipe at branch, where flow pattern is not obvious.

c. Near locations where pipes pass through walls, floors, ceilings, or enter inaccessible enclosures.

d. At access doors, manholes, and similar access points that permit view of concealed piping.

e. Near major equipment items and other points of origination and termination.

f. Spaced at a maximum of 50-foot (15-m) intervals along each run. Reduce intervals to 25 feet (7.5 m) in congested areas of piping and equipment.

g. On piping above removable acoustical ceilings, except omit intermediately spaced markers.

B. Equipment: Install engraved plastic laminate sign or equipment marker on or near each major item of mechanical equipment.

1. Lettering Size: Minimum 1/4-inch (6-mm) -high lettering for name of unit where viewing distance is less than 2 feet (0.6 m), 1/2-inch (13-mm) -high for distances up to 6 feet (1.8 m), and proportionately larger lettering for greater distances. Provide secondary lettering 2/3 to 3/4 of size of principal lettering.

2. Text of Signs: Provide text to distinguish between multiple units, inform operator of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations, in addition to name of identified unit.

C. Duct Systems: Identify air supply, return, exhaust, intake, and relief ducts with duct markers; or provide stenciled signs and arrows, showing duct system service and direction of flow.

1. Location: In each space where ducts are exposed or concealed by removable ceiling system, locate signs near points where ducts enter into space and at maximum intervals of 50 feet (15 m).

D. Adjusting: Relocate identifying devices which become visually blocked by work of this Division or other Divisions.

3.4 PAINTING AND FINISHING

A. Refer to Division 9 Section "Painting" for field painting requirements.

B. Damage and Touch Up: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.5 CONCRETE BASES

A. Construct concrete equipment bases of dimensions indicated, but not less than 4 inches (100 mm) larger than supported unit in both directions. Follow supported equipment manufacturer's setting templates for anchor bolt and tie locations. Use 3000-psi (20.70-MPa), 28-day compressive strength concrete and reinforcement as detailed in the Plans.

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 DEMOLITION

A. Disconnect, demolish, and remove work specified under Division 15 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 (50 mm) 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.

3.9 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.

3.10 GROUTING

A. Install nonmetallic nonshrink grout for mechanical equipment base bearing surfaces, pump and other equipment base plates, and anchors. Mix grout according to manufacturer's printed instructions.

B. Clean surfaces that will come into contact with grout.

C. Provide forms for placement of grout, as required.

D. Avoid air entrapment when placing grout.

E. Place grout to completely fill equipment bases.

F. Place grout on concrete bases to provide a smooth bearing surface for equipment.

G. Place grout around anchors.

H. Cure placed grout according to manufacturer's printed instructions.

END OF SECTION

SECTION 15060

PIPES AND PIPE FITTINGS

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Furnishing and installing all mechanical pipe, fittings and other appurtenances.

1.2 REFERENCES:

A. AWWA C110 & C110a – Gray Iron and Ductile Iron Fittings 2-inch through 48-inch, for Water and Other Liquids.

B. AWWA C111 – Rubber Gasket Joints for Cast Iron and Ductile-Iron Pressure Pipe and Fittings.

C. AWWA C150 – Thickness Design of Ductile Iron Pipe.

D. AWWA C104 – Cement-Mortar Lining for Ductile Iron Pipe and Fittings for Water.

E. AWWA C151 – Ductile Iron Pipe, Centrifugally Cast in Metal Mold or Sand Lined Mold, for Water or Other Liquids.

F. ANSI B16.1 – Cast Iron Pipe Flanges and Flanged Fittings.

G. ASTM D3033 – Type PSP Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.

H. ASTM D3034 – Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.

I. ASTM D1784 – Rigid Poly (Vinyl Chloride).

J. ASTM D2241 – Poly (Vinyl Chloride) (PVC) Pressure Rated Pipe (SDR Series).

K. ASTM D2564 – Solvent Cement for Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings.

L. ASTM A53 – Pipe, Steel, Black and Hot-Dipped, Zinc Coated Welded and Seamless.

M. ASTM D2412 – Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading.

1.3 SUBMITTALS:

A. Section 01300 – Procedures for Submittals.

B. Product Data: Manufacturer's product data sheets on all materials incorporated into work.

C. Quality Control Submittals: For information only.

1. Certificates: Manufacturer's certificates attesting compliance with applicable Specifications for grades, types, classes, and other properties.

D. Contract Closeout Submittals:

1. Project Record Documents: Submit documentation according to Section 01700. Accurately record installed locations of valves, piping, and accessories.

1.4 QUALITY ASSURANCE:

A. All pipe shall be marked in accordance with applicable standard specification under which pipe is manufactured unless otherwise specified.

B. Install in accordance with manufacturer's recommendations.

C. Pipe shall be kept clean of all foreign matter.

1.5 DELIVERY, STORAGE AND HANDLING:

A. Each load of pipe delivered to the job site may be inspected by the Engineer.

B. Pipe sections shall be transported with ends covered to prevent debris from entering or accumulating in the pipe during transport.

PART 2 PRODUCTS

2.1 PLANT PIPING SYSTEMS:

A. Pipe:

1. Ductile Iron Pipe:

a. Pipe shall meet ANSI/AWWA C115/A21.15 and ANSI/AWWA C151/A21.51.

b. Ductile iron pipe shall have a minimum Pressure Class of 350 unless otherwise noted, and joints shall be Class 125 meeting ANSI/AWWA C110/A21.10 (250 psi working pressure).

c. Lining – Ductile iron pipes, fittings, and appurtenances shall be furnished with corrosion resistant interior lining furnished by the manufacturer:

i. Polyethylene "**POLYBOND** *PLUS*".
ii. Polyurethane "Corropipe II TX 5".
iii. Ceramic-Epoxy "Protecto 401".
iv. Or Engineer approved equal.

d. Exterior Coating – Exposed Ductile iron pipe, fittings, and appurtenances shall be commercial blast cleaned (SSPC-SP6) and coated with the following:

i. First coat of Tenemec Series 66-1211 H.B. (or equal) at 3.0 dft mils.

ii. Second coat of Tenemec Series 66-color H.B. (as selected by the Owner) at 5.0 dft.

2. PVC Pipe – Pressure Pipe: AWWS C900.

a. DR18 – Pressure Class 150.
b. Joints shall be integral bell with flexible elastomeric seal.

3. PVC Pipe – Pressure Pipe: AWWA C905.

a. DR25 – Pressure Class 100.
b. Joints shall be integral bell with flexible elastomeric seal.

B. Joints:

1. Ductile Iron Pipe:

a. Joint material for Ductile Pipe shall be rubber-gasket type conforming to ANSI/AWWA C111/A21.11.

b. The gaskets shall be furnished by the pipe manufacturer.

C. Fittings:

1. Fittings shall have a minimum performance capability of the pressure pipe joints.

2. Above grade Ductile Iron-Fittings shall be flanged-type meeting ANSI AWWA C110/A21.10 Class 125 flanges and ANSI/AWWA C115/A21.15 lining per 2.1A.1.c.

3. Buried fittings shall be mechanical joint, Ductile Iron, AWWA C110 (non-compact) or AWWA C153 (compact). Interior shall be coated as specified in 2.1.A.a.c above. Exterior shall be bituminous coated. Wrap buried fittings with 8-mil polyethylene encasement, AWWA C105. Fitting working pressure rated to 350 psi.

4. Exterior coating of above-grade fittings shall be applied as specified in 2.1.A.a.d.

D. Restrained Joins on PVC Pipe:

1. Restraint devices: Manufacture of high strength ductile iron, ASTM A536 up to 24 inches, and ASTM A 36 for sizes 30 inches or greater. Working pressure rating twice that of design test pressure.

2. Bolts and connecting hardware: High strength low alloy material in accordance with ANSI A21.11/AWWA C111.

2.2 ACCESSORIES:

A. Pipe Couplings:

1. Long sleeve, cast coupling.
2. Dresser Style 253 or approved equivalent.
3. Coat exterior in accordance with 2.1.A.1.d.

B. Flanged Coupling Adapters:

1. Conform to ASTM A536 Cast Iron.
2. EBBA Iron Series 2100, or approved equivalent.

C. Expansion Joints:

1. Materials:

a. Bellows: PTFE-62 for chemical tanks; Rubber for all other applications.

b. Rubber shall be coated with a UV inhibitor for all exterior applications.

c. Flanges: 316 SS.

d. Limit bolts and nuts: 316 SS.

e. Reinforcing rings: 316 SS.

2. Pressure rating: 150 psig.

3. Minimum axial movement ½ inch.

4. For pipe sizes 10" and larger, the expansion joints shall be supplied with 316 SS stiffening retaining rings no less than ½" thick. For all expansion joints adjoining to PVC flanges (regardless of size), stiffening retaining rings (316 SS) shall be provided.

PART 3 EXECUTION

3.1 PREPARATION:

A. Conform to applicable installation specifications for types of pipe used.

B. Employ workmen who are skilled and experienced in laying pipe of type and joint configuration being furnished. Provide watertight pipe and pipe joints.

C. Lay pipe to lines and grades shown on Drawings.

D. Where above clearances cannot be attained, and special design has not been provided on Drawings, obtain direction from Engineer before proceeding with construction.

E. Contractor is responsible for assuring chosen manufacturer fulfills requirements for extra fittings and, therefore, is responsible for costs due to downtime if requirements are not met.

3.2 HANDLING, CLEANING ANDI INSPECITON:

A. Handling:

1. Place pipe along project site where storm water or other water will not enter or pass through pipe. Pipe ends shall remain sealed until pipe is ready to be installed. Contractor shall follow preventative and corrective measures during construction as stated in C-651 Sec. 4.3.

2. Load, transport, unload, and otherwise handle pipe and fittings to prevent damage of any kind. Handle and transport pipe with equipment designed, constructed and arranged to prevent damage to pipe, lining and coating. Do not permit bare chains, hooks, metal bars, or narrow skids or cradles to come in contact with coatings. Where required, provide pipe fittings with sufficient interior strutting or cross bracing to prevent deflection under their own weight.

3. Hoist pipe from trench side into trench by means of sling of smooth steel cable, canvas, leather, nylon or similar material.

4. For large diameter pipes, handle pipe only by means of sling of canvas, leather, nylon, or similar material. Sling shall be minimum 36 inches in width. Do not tear or wrinkle tape layers.

5. Use precautions to prevent injury to pipe, protective linings and coatings.

a. Package stacked pipe on timbers. Place protective pads under banding straps at time of packaging.

b. Pad fork trucks with carpet or other suitable material. Use nylon straps around pipe for lift when relocating pipe with crane or backhoe.

c. Do not lift pipe using hooks at each end of pipe.

d. Do not place debris, tools, clothing, or other materials on pipe.

6. Repair damage to pipe or protective lining and coating before final acceptance.

7. Reject pipe with visible cracks (not meeting exceptions) and remove from project site.

8. Wrap ductile iron piping fittings, and valves with 8 mil polyethylene film, AWWA C105, with edges overlapped and securely taped with duct tape to prevent contact between pipe and surrounding bedding. Repair punctures with duct tape to restore the protective continuous wrap before backfilling.

B. Cleaning: Thoroughly clean and dry interior of pipe and fittings of foreign matter before installation, and keep interior clean until Work has been accepted. Keep joint contact surfaces clean until jointing is completed. Do not place debris, tools, clothing or other materials in pipe. After pipe laying and joining operations are completed, clean inside of pipe and remove debris.

C. Inspection: Before installation, inspect each pipe and fitting for defects. Reject defective, damaged or unsound pipe and fittings and remove them from site.

3.3 EARTHWORK:

A. Conform to applicable provisions of Section 02225 – Excavation, Backfilling, and Compacting for Utilities.

B. Bedding: Use bedding materials in conformance with Section 02225 – Excavation, Backfilling, and Compacting for Utilities.

C. Backfill: Use bank run sand or earth or native soil as specified in Section 02225 – Excavation, Backfilling, and Compacting for Utilities. Backfill excavated areas in same day excavated. When not possible, cover excavated areas using steel plates on paved areas and other protective measures elsewhere.

D. Place material in uniform layers of prescribed maximum loose thickness and wet or dry material to approximately optimum moisture content. Compact to prescribed density Water tamping is not allowed.

E. Pipe Embedment: Including 6-inch pipe bedding and backfill to 6 inches above top of pipe.

3.4 PIPE CUTTING:

A. Cut pipe 12 inches and smaller with standard wheel pipe cutters. Cut pipe larger than 12 inches in manner approved by Engineer. Make cuts smooth and at right angles to axis of pipe. Bevel plain end with heavy file or grinder to remove sharp edges.

3.5 PIPING INSTALLATION:

A. General Requirements:

1. Lay pipe in subgrade free of water.

2. Make adjustments of pipe to line and grade by scraping away subgrade or filling in with granular material.

3. Properly form bedding to fully support bell without wedging or blocking up bell.

4. Open Cut Construction: Keep pipe trenches free of water which might impair pipe laying operations. Grade pipe to provide uniform support along bottom of pipe.

5. Excavate for bell holes after bottom has been graded and in advance of placing pipe. Lay not more than nominal city block length or not more than 300 feet of pipe in trench ahead of backfilling operations. Cover or backfill laid pipe if pipe laying operations are interrupted and during non-working hours. Place backfill carefully and simultaneously on each side of pipe to avoid lateral displacement of pipe and damage to joints. If adjustment of pipe is required after it has been laid, remove and re-lay as new pipe.

B. Install pipe continuously and uninterrupted along each pipe route on which work is to be performed. Obtain approval of Engineer prior to skipping any portion of Work.

C. Protection of Pipeline: Securely place stoppers or bulkheads in openings and in end of line when construction is stopped temporarily and at end of each day's work.

D. Critical Location Investigation:

1. Horizontal and vertical location of various underground lines shown on Drawings, including but not limited to water lines, gas lines, storm sewers, sanitary sewers, telecommunication lines, electric lines or power ducts, pipelines, concrete and debris, are based on best information available but are only approximate locations. At Critical Locations shown on Drawings, field verify horizontal and vertical locations of such lines within zone 2 feet vertically and 4 feet horizontally of proposed work.

   a. Verify location of existing utilities minimum of 7 working days in advance of pipe laying activities based on daily pipe laying rate. Use extreme caution and care when uncovering these lines.

   b. Notify Engineer in writing immediately upon identification of obstruction. In event of failure to identify obstruction in minimum of 7 days, Contractor will not be entitled to extra cost for downtime including, but not limited to, payroll, equipment, overhead, demobilization and remobilization, until 7 days has passed from time Engineer is notified of obstruction.

2. Notify involved utility companies of date and time that investigation excavation will occur and request that their respective utility lines be marked in field. Comply with utility or pipeline company requirements that their representative be present during excavation. Provide Engineer with 48 hours notice prior to field excavation or related work.

3. Survey vertical and horizontal locations of obstructions relative to project baseline and datum and plot on 12 inch by 18 inch copy of Drawings. For large diameter pipelines (20" or larger), submit to Engineer for approval, horizontal and vertical alignment dimensions for connections to existing lines, tied into project baseline, signed and sealed by R.P.L.S.

E. Laying Large Diameter Pipe Line (20" or larger):

1. Lay not more than 50 feet of pipe in trench ahead of backfilling operations.

2. Dig trench proper width as shown. When trench width below top of pipe becomes 4 feet wider than specified, install higher class of pipe or improved bedding, as determined by Engineer. No additional payment will be made for higher class of pipe or improved bedding.

3. Use adequate surveying methods and equipment; employ personnel competent in use of this equipment. Horizontal and vertical deviations from alignment as indicated on Drawings shall not exceed 0.10 feet. Measure and record "as-built" horizontal alignment and vertical grade at maximum of every 100 feet on record drawings.

4. Prevent damage to coating when placing backfill. Use backfill material free of large rocks or stones, or other material which could damage coatings.

5. Before assembling couplings, lightly coat pipe ends and outside of gaskets with cup grease or liquid vegetable soap to facilitate installation.

6. Prior to proceeding with critical tie-ins submit sequence of work based on findings from "critical location" effort.

F. Marking Tape shall be approved by the Engineer and placed 12" above the crown of the pipe for open cut trenching and pipe lines. The metallic tape shall identify the service type by color and be American Public Works Association (APWA) compliant. Tape shall be 6" wide and have an aluminum core encased in polyethylene, minimum thickness at 5 mil.

G. For tie-ins to existing pipe lines, provide necessary material on hand to facilitate connection prior to shutting down existing water line. Provide District a minimum of two weeks' notice prior to shutting down existing pipe lines.

3.6 JOINTS AND JOINTING:

A. Rubber Gasketed Bell-and-Spigot Joints for PVC pipe.

1. After rubber gasket is placed in spigot groove of pipe, equalize rubber gasket cross section by inserting tool or bar recommended by manufacturer under rubber gasket and moving it around periphery of pipe spigot.

2. Lubricate gaskets with nontoxic water-soluble lubricant before pipe units are joined.

3. Fit pipe units together in manner to avoid twisting or otherwise displacing or damaging rubber gasket.

4. After pipe sections are joined, check gaskets to ensure that no displacement of gasket has occurred. If displacement has occurred, remove pipe section and remake joint as for new pipe. Remove old gasket, inspect for damage and replace if necessary before remaking joint.

5. Where preventing movement of 20-inch diameter or greater pipe is necessary due to thrust, use restrained joints as shown on Drawings.

   a. Include buoyancy conditions for soil unit weight when computing thrust restraint calculations.

   b. Do not include passive resistance of soil in thrust restraint calculations.

B. Flanged Joints where required on Ductile Iron Pipe.

1. AWWA C 207. Prior to installation of bolts, accurately center and align flanged joints to prevent mechanical pre-stressing of flanges, pipe and equipment. Align bolt holes to straddle vertical, horizontal or north-south center line. Do not exceed 3/64 inch per foot inclination of flange face from true alignment.

2. Use full-face gaskets for flanged joints. Provide 1/8-inch-thick cloth inserted rubber gasket material. Cut gaskets at factory to proper dimensions.

3. Use galvanized or black nuts and bolts to match flange material. Use cadmium plated steel nuts and bolts underground. Tighten bolts progressively to prevent unbalanced stress. Maintain at all times approximately same distance between two flanges at points around flanges. Tighten bolts alternately (180° apart) until all are evenly tight. Draw bolts tight to ensure proper seating of gaskets. Provide Densco petroleum based tape or approved equal for all exposed portions of nuts, bolts and pipe.

4. For in-line flange joints 30 inches in diameter and greater, provide Pyrox G-10 with nitrite seal, conforming to ANSI A 21.11 mechanical joint gaskets. For in-line flange joints sized between 12 inches in diameter and greater and 24 inches in diameter and smaller, provide Phenolic PSI with nitrite seal gasket conforming to ANSI A 21.11 mechanical joint gaskets.

C. Restrained Joints:

1. Thrust restraint lengths shown on Drawings are minimum anticipated lengths. These lengths are based on deflections indicated and on use of PVC pipe. Adjustments in deflections or use of other pipe material may result in reduction or increase of thrust lengths. Perform calculations by pipe manufacturer to verify proposed thrust restraint lengths. Submit calculations for all pipe materials sealed by a registered Professional Engineer in State of Texas for review by Engineer. Make adjustments in thrust restraint lengths at no additional cost to District.

2. Passive resistance of soil will not be permitted in calculation of thrust restraint.

3. Installation.

   a. Install restrained joints mechanism in accordance with manufacturer's recommendations.

   b. Examine and clean mechanism; remove dirt, debris and other foreign material.

   c. Verify gasket is evenly seated.

   d. Do not over stab pipe into mechanism.

4. Prevent any lateral movement of thrust restraints throughout pressure testing and operation.

D. Large Diameter Pipe Main Joint Testing: In addition to testing individual joints with feeler gauge approximately 1/2 inch wide and 0.015-inch thick, use other joint testing procedure approved or recommended by pipe manufacturer which will help ensure watertight installation prior to backfilling. Perform tests at no additional cost to District.

E. Make curves and bends by deflecting joints or other method as recommended by manufacturer and approved by Engineer. Submit details of other methods of providing curves and bends which exceed manufacturer's recommended deflection prior to installation.

1. Deflection of pipe joints shall not exceed maximum deflection recommended by pipe manufacturer, unless otherwise indicated on Drawings.

2. If deflection exceeds that specified but is less than 5 percent, repair entire deflected pipe section such that maximum deflection allowed is not exceeded.

3. If deflection is equal to or exceeds 5 percent from that specified, remove entire portion of deflected pipe section and install new pipe.

4. Replace, repair, or reapply coatings and linings as required.

5. Assessment of deflection may be measured by Engineer at location along pipe. Arithmetical averages of deflection or similar average measurement methods will not be deemed as meeting intent of standard.

6. When rubber gasketed pipe is laid on curve, join pipe in straight alignment and then deflect to curved alignment.

3.7 SECURING, SUPPORTING AND ANCHORING:

A. Support piping as shown on Drawings and as specified in this Section, to maintain line and grade and prevent transfer of stress to adjacent structures.

B. Use adequate temporary blocking of fittings when making connections to distribution system and during hydrostatic tests. Use sufficient anchorage and blocking to resist stresses and forces encountered while tapping existing water line.

3.8 POLYETHYLENE WRAP FOR DUCTILE IRON PIPE:

A. Double wrap pipe and appurtenances (except fire hydrants and fusion bond or polyurethane coated fittings) with 8-mil polyethylene film.

B. Conform to requirements of AWWA C105.

3.9 CLEANUP AND RESTORATION:

A. Provide cleanup and restoration crews to work closely behind pipe laying crews, and where necessary, hydrostatic testing, service transfers, abandonment of old pipe lines, backfill and surface restoration.

3.10 CLEANING PIPING SYSTEMS:

A. Remove construction debris or foreign material and thoroughly broom clean and flush piping systems. Provide temporary connections, equipment and labor for cleaning.

3.11 FIELD HYDROSTATIC TESTS:

A. Hydrostatic Tests: Pressure test completed water lines hydrostatically. Provide pumps, gauges, meters, and other equipment necessary for performance of tests.

1. Pressure at the lowest point in the test section shall be at least 100 percent, but not more than 120 percent of pressure rating of the pipe.

2. Minimum pressure at the highest point in the test section shall not be less than 85 percent of the pipe's pressure rating.

3. Leakage shall not exceed 10 gallons per inch or pipe diameter per mile of pipe per 24 hours.

4. Minimum test duration shall be 4 hours.

5. Maintain records of:

a. Date tests were performed.
b. Names of people in attendance.
c. Location of test section.
d. Brand name of pipe and pressure rating.

6. Failed test sections shall be repaired and retested at the Contractor's expense.

END OF SECTION

SECTION 15061

PIPING ACCESSORIES

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Piping Strainers.

B. Pressure Gauges.

C. Rotameters.

D. Sight Gages.

E. Flow Indicators.

F. Gage Cocks.

PART 2 PRODUCTS

2.1 PIPING STRAINERS:

A. Piping strainers shall be "Y" type 25016 iron bodies, with 20 mesh stainless steel strainer screen size to match piping. Strainers shall be Watts brand 77SI Series or approved equivalent.

2.2 PRESSURE GAUGES:

A. Type: Oil-filled with 316 S.S. bourdon tube or 316 S.S. bellows.

B. Dial: 3-1/2" or 4-1/2" with pressure range as shown.

C. Housing: Stainless steel case with stem, surface or flush mounting, lower or back connections.

D. Accessories: S.S. needle valve and pressure snubber.

E. Manufacturer: Ashcroft, Ametek U.S. Gauge, or approved equivalent.

2.3 FLOW AND LEVEL GAGES:

A. Rotameters:

Unless otherwise specified, rotameters for purges and other low capacity services shall be Brooks Sho-Rate "50," Wallace & Tiernan 3-inch purge meter, Schutte-Koerting, or approved equivalent, with integral needle valve and flow controller. Meter tubes shall be glass, floats shall be stainless steel, and cases shall be aluminum or stainless steel. Units shall have a 3-inch minimum scale.

Rotameters for high capacity service shall be glass tube-type with a 5-inch scale and stainless steel frame. Flow range shall be as specified and scales shall

indicate the units of flow. Rotameters shall be as manufactured by Brooks, Wallace & Tiernan, Schutte & Koerting, or approved equivalent.

B. Sight Gages:

Sight gages shall be 3/4-inch Penberthy 205 Series, Lunkenheimer Fig. 589, or approved equivalent, automatic water gage complete with pyrex gage glass and gage glass protector. Overall length of gages, type of mounting, and orientation of set shall be as specified.

C. Flow Indicators:

Flow indicators shall be provided where specified. Each indicator shall consist of a bronze body with threaded ends and a sight glass with rotary wheel. Pressure ratings for flow indicators shall match pipe pressure ratings. Indicators shall be as manufactured by Jacoby-Tarbox, Schutte & Koerting, Eugene Ernst Products, or approved equivalent.

2.4 GAGE COCKS:

A. Gage cocks shall be Robertshaw 1303, Ashcroft 1095, or approved equivalent. The exposed threads of each gage cock shall be protected by a brass plug.

PART 3 EXECUTION

3.1 Install piping accessories with thread compound and free of leaks.

3.2 Pressure gauges shall be installed in an upright position. Provide fittings as required for upright installation.

3.3 PROCESS INSTRUMENT TAPS:

One-half-inch female iron pipe thread (FIPT) pipe taps and removable plugs shall be provided for all specified process instruments. Ductile iron process piping may be tapped. PVC piping shall have a tee fitting or saddle. Steel piping shall have a tee fitting or welded thread-o-let.

END OF SECTION

SECTION 15062

PIPE: DUCTILE

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Ductile iron piping, fittings, and appurtenances.

B. Related Sections include but are not necessarily limited to:

1. Division 01 - General Requirements.
2. Section 15060 - Pipe and Pipe Fittings: Basic Requirements.

1.2 QUALITY ASSURANCE

A. Referenced Standards:

1. American Society of Mechanical Engineers (ASME):

a. B1.1, Unified Inch Screw Threads (UN and UNR Thread Form).

b. B16.1, Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.

2. ASTM International (ASTM):

a. B695, Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel.

3. American Water Works Association (AWWA):

a. C203, Standard for Coal-Tar Protective Coatings and Linings for Steel Water Pipelines - Enamel and Tape - Hot Applied.

b. C606, Standard for Grooved and Shouldered Joints.

4. American Water Works Association/American National Standards Institute (AWWA/ANSI):

a. C105/A21.5, Standard for Polyethylene Encasement for Ductile-Iron Pipe Systems.

b. C110/A21.10, Standard for Ductile-Iron and Gray-Iron Fittings.

c. C111/A21.11, Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.

d. C115/A21.15, Standard for Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges.

e. C150/A21.50, Standard for Thickness Design of Ductile-Iron Pipe.

f. C151/A21.51, Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water.

5. Society of Automotive Engineers (SAE):

a. AMS-QQ-P-416, Cadmium Plating - Electro-deposited.

1.3 SUBMITTALS

A. Shop Drawings:

1. See Division 01 for requirements for the mechanics and administration of the submittal process.

2. See Specification Section 15060.

3. Certification of factory hydrostatic testing.

4. If mechanical coupling system is used, submit piping, fittings, and appurtenant items which will be utilized to meet system requirements.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:

1. Flanged adaptors:

a. Rockwell Style 913 (steel).
b. Dresser Style 128 (steel).

2. Compression sleeve coupling:

a. Rockwell Style 411 (steel).
b. Dresser Style 38 (steel).

3. Mechanical coupling:

a. Victaulic (Style 31).
b. Tyler.

4. Insulating couplings:

a. Rockwell (Style 416).
b. Dresser (Style 39).

5. Reducing couplings:

a. Rockwell (Style 415).
b. Dresser (Style 62).

6. Transition coupling:

a. Rockwell (Style 413).
b. Dresser (Style 62).

7. Polyethylene encasement tape:

a. Chase (Chasekote 750).
b. Kendall (Polyken 900).
c. 3 M (Scotchrap 50).

8. Restrained joints:

a. American (Lock Fast) - 12 IN and below.
b. U.S. Pipe (TR-Flex) - 4 IN to 54 IN.
c. American (Lock Fast) - Above 12 IN.

B. Submit request for substitution in accordance with Specification Section 01600.

2.2 MATERIALS

A. Ductile Iron Pipe:

1. AWWA/ANSI C115/A21.15.
2. AWWA/ANSI C150/A21.50.
3. AWWA/ANSI C151/A21.51.

B. Fittings and Flanges:

1. AWWA/ANSI C110/A21.10.
2. AWWA/ANSI C153.
3. AWWA/ANSI C115/A21.15.
4. Flanges drilled and faced per ASME B16.1 for both 125 and 250 psi applications.

C. Nuts and Bolts:

1. Stainless steel.
2. Heads and dimensions per ASME B1.1.
3. Threaded per ASME B1.1.
4. Project ends 1/4 to 1/2 IN beyond nuts.

D. Gaskets: See individual piping system requirements in Section 15060.

E. If mechanical coupling system is used, utilize pipe thickness and grade in accordance with AWWA C606.

F. Polyethylene Encasement: See AWWA/ANSI C105/A21.5.

G. See Piping Schedules in Section 15060.

2.3 MANUFACTURED UNITS

A. Couplings:

1. Flanged adaptors:

a. Unit consisting of steel or carbon steel body sleeve, flange, followers, Grade 30 rubber gaskets.

b. Provide units specified in Article 2.1.

c. Supply flanges meeting standards of adjoining flanges.

d. Rate entire assembly for test pressure specified on piping schedule for each respective application.

2. Compression sleeve coupling:

a. Unit consisting of steel sleeve, followers, Grade 30 rubber gaskets.

b. Provide units specified in Article 2.1.

c. Supply flanges meeting standards of adjoining flanges.

d. Entire assembly to be rated for test pressure specified on piping schedule for each respective application.

e. Provide field coating for buried couplings per AWWA C203.

3. Mechanical couplings:

a. Use of mechanical couplings and fittings in lieu of flanged joints is acceptable where specifically specified in Section 15060.

b. Utilize units defined in Article 2.1.

2.4 FABRICATION

A. Furnish and install without outside coatings of bituminous material any exposed pipe scheduled to be painted.

B. Furnish cast parts with lacquer finish compatible with finish coat.

2.5 LININGS AND COATINGS

A. Pipe and Fittings Interior:

1. Epoxy: Where specified in the Piping Schedule, ductile iron pipe and fittings shall be provided with a high build, fusion bonded epoxy lining

per AWWA C116, minimum 16 mils dry film thickness, per AWWA C116. Epoxy lining shall be suitable for potable water service per NSF 61.

B. Pipe and Fittings Exterior:

1. Exposed Piping: Provide shop coat primer required for the coating system specified in Division 9.

2. Buried Piping: Provide shop applied 1-mil bituminous coating system per AWWA C151 for pipe and fittings.

C. Encasement for Underground Metal Piping: ASTM A 674 or AWWA C105.

1. Form: Sheet or tube.

2. Material: LLDPE film of 0.008-inch minimum thickness or high-density, cross-laminated PE film of 0.004-inch minimum thickness.

2.6 SOURCE QUALITY CONTROL

A. Factory Test:

1. Subject pipe to hydrostatic test of not less than 500 psi with the pipe under the full test pressure for at least 10 seconds.

PART 3 EXECUTION

3.1 INSTALLATION

A. Joining Method - Push-On Mechanical (Gland-Type) Joints:

1. Install in accordance with AWWA/ANSI C111/A21.11.

2. Assemble mechanical joints carefully according to manufacturer's recommendations.

3. If effective sealing is not obtained, disassemble, thoroughly clean, and reassemble the joint.

4. Do not overstress bolts.

5. Where piping utilizes mechanical joints with tie rods, align joint holes to permit installation of harness bolts.

B. Joining Method - Push-On Joints:

1. Install in accordance with AWWA/ANSI C151/A21.51.

2. Assemble push-on joints in accordance with manufacturer's directions.

3. Bevel and lubricate spigot end of pipe to facilitate assembly without damage to gasket.

a. Use lubricant that is non-toxic, does not support the growth of bacteria, has no deteriorating effects on the gasket material, and imparts no taste or odor to water in pipe.

4. Assure the gasket groove is thoroughly clean.

5. For cold weather installation, warm gasket prior to placement in bell.

6. Taper of bevel shall be approximately 30 degrees with centerline of pipe and approximately 1/4 IN back.

C. Joining Method - Flanged Joints:

1. Install in accordance with AWWA/ANSI C115/A21.15.

2. Extend pipe completely through screwed-on flanged and machine flange face and pipe in single operation.

3. Make flange faces flat and perpendicular to pipe centerline.

4. When bolting flange joints, exercise extreme care to ensure that there is no restraint on opposite end of pipe or fitting which would prevent uniform gasket compression or would cause unnecessary stress, bending or torsional strains to be applied to cast flanges or flanged fittings.

5. Allow one (1) flange free movement in any direction while bolts are being tightened.

6. Do not assemble adjoining flexible joints until flanged joints in piping system have been tightened.

7. Gradually tighten flange bolts uniformly to permit even gasket compression.

D. Joining Method - Mechanical Coupling Joint:

1. Arrange piping so that pipe ends are in full contact.

2. Groove and shoulder ends of piping in accordance with manufacturer's recommendations.

3. Provide coupling and grooving technique assuring a connection which passes pressure testing requirements.

E. Flange Adaptors 12 IN and Less:

1. Locate and drill holes for anchor studs after pipe is in place and bolted tight.

2. Drill holes not more than 1/8 IN larger than diameter of stud projection.

F. Cutting:

1. Do not damage interior lining material during cutting.
2. Use abrasive wheel cutters or saws.
3. Make square cuts.
4. Bevel and free cut ends of sharp edges after cutting.

G. Support exposed pipe in accordance with Section 15060.

H. Install buried piping in accordance with Section 15060.

I. Install restrained joint systems where specified in Section 15060 under specific piping system.

3.2 FIELD QUALITY CONTROL

A. Test piping systems in accordance with Section 15060.

END OF SECTION

SECTION 15064

PIPE: PLASTIC

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Plastic pipe.

B. Related Specification Sections include but are not necessarily limited to:

1. Division 01 - General Requirements.
2. Section 15060 - Pipe and Pipe Fittings: Basic Requirements.

1.2 QUALITY ASSURANCE

A. See Specification Section 15060.

B. Referenced Standards:

1. ASTM International (ASTM):

a. PVC (polyvinyl chloride) materials:

i. D1784, Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.

ii. D1785, Standard Specification for Poly (Vinyl Chloride) PVC Plastic Pipe, Schedules 40, 80 and 120.

iii. D2467, Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.

iv. D3034, Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.

v. D3139, Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals.

vi. D3212, Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.

vii. F593, Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.

viii. F679, Standard Specification for Poly (Vinyl Chloride) (PVC) Large-Diameter Plastic Gravity Sewer Pipe and Fittings.

ix. F794, Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter.

x. F949, Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings.

b. Installation:

i. D2321, Standard Practice for Underground Installation of Thermosplastic Pipe for Sewers and Other Gravity-Flow Applications.

2. American Water Works Association (AWWA):

a. PVC (polyvinyl chloride) materials:

i. C900, Standard for Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 IN Through 12 IN, for Water Distribution.

ii. C905, Standard for Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 14 IN through 48 IN, for Water Transmission and Distribution.

b. Polyethylene (PE) materials:

i. C901, Standard for Polyethylene (PE) Pressure Pipe and Tubing, 1/2 IN through 3 IN, for Water Service.

3. NSF International (NSF).

1.3 SUBMITTALS

A. See Division 01 for requirements for the mechanics and administration of the submittal process.

B. See Specification Section 15060.

PART 2 PRODUCTS

2.1 PVC PRESSURE PIPING (EXPOSED)

A. General:

1. Provide Schedule 80 pipe with Schedule 80 fittings and appurtenances to locations shown on Drawings.

2. Furnish materials in full compliance to following material specifications:

a. Manufacture pipe, fittings and appurtenances from polyvinyl chloride (PVC) compound which meets the requirements of Type 1, Grade 1 (12454-B) Polyvinyl Chloride as outlined in ASTM D1784.

b. Manufacture pipe, fittings and valves from materials that have been tested and approved for conveying potable water by the NSF.

B. Pipe:

1. Furnish pipe meeting requirements of ASTM D1785.

2. Pipe 2 IN and less to be solvent welded.

3. Pipe larger than 2 IN may be either flanged or solvent welded unless shown otherwise on Drawings.

C. Fittings: Provide ASTM D2467 PVC socket type fittings having the same pressure and temperature rating as the pipe.

D. Flanges/Unions:

1. Furnish flanges and unions at locations shown on Drawings.

2. Provide either flanges or unions at valves, penetrations through structures and equipment connections.

3. For pipe larger than 2 IN, provide 150 LB socket type PVC flange.

4. For pipe 2 IN and less, provide socket type PVC union with Buna O-rings.

5. Use flat, full faced natural rubber gaskets at flanged connections.

a. Furnish heavy hex head bolts, each with one (1) heavy hex nut, ASTM F593 Type 316 stainless steel.

6. Use spacers supplied by pipe manufacturer when mating raised-faced flanges to other flanges.

E. Installation:

1. Field threading PVC will not be permitted.

a. Perform required threaded connections or attachments by the use of factory molded socket by threaded adapters.

b. Female adapters are not acceptable.

2. Employ installation and pipe support practices and solvent welding all in compliance to the manufacturer's printed recommendation.

a. Continuously support PVC piping at liquid operating temperatures in excess of 100 Deg F.

b. For vertical piping, band the pipe at intervals to rigidly support load of twice vertical load.

c. Support riser clamps on spring hangers.

d. Do not clamp PVC tightly or restrict movement for expansion and contraction.

2.2 PRESSURE PIPING (UNDERGROUND)

A. Materials: Furnish materials in full compliance with following requirements:

1. ½ - 1 inch: Sch. 80 PVC per ASTM D1784.
2. 2 – 3 inch: SDR 26 PVC per ASTM D2241.
3. 4 - 12 inch: AWWA C900 PVC with Pressure Class of 100 psi per Table 2, AWWA C900.
4. 14-30 inch: AWWA C905 PVC DR-25.
5. 36 – 48 inch: AWWA C905 PVC DR-25.

B. Installation:

1. Field threading of PVC pipe will not be permitted.

2. Perform installation procedures, handling, thrust blocking, connections, and other appurtenant operations in full compliance to the manufacturer's printed recommendations and in full observance to plan details when more stringent.

2.3 PVC DRAINAGE, SEWER PIPING AND UNDERGROUND AIR DUCTS

A. Materials:

1. Furnish materials in full compliance to the following material specification.

2. PVC pipe shall be rigid, unplasticized polyvinyl chloride (PVC) made of PVC plastic having a cell classification of 12454-B or 12454-C as described in specification ASTM D1784.

3. The requirements of this Specification are intended to provide for pipe and fittings suitable for non-pressure drainage of wastewater and surface water.

4. Joining systems shall consist of an elastomeric gasket joint meeting requirements of ASTM D3212.

5. Supply to the Engineer all information and sample of joining method for his evaluation.

a. Only jointing methods acceptable to the Engineer will be permitted.

6. Provide pipe and fittings meeting or exceeding the following requirements:

a. 4-27 IN DIA: ASTM D3034 and ASTM F679, SDR 35.
b. 8-30 IN DIA: ASTM F794.
c. 4-18 IN DIA: ASTM F949.

7. Ensure impact strengths and pipe stiffnesses in full compliance to these Specifications.

B. Installation: Install pipe and fittings in accordance with ASTM D2321 and as recommended by the manufacturer.

1. Provide for a maximum deflection of not more than 3 percent.

C. Infiltration and Exfiltration:

1. The maximum allowable infiltration measured by test shall not exceed 100 GAL per inch of pipe diameter per mile per 24 HRS.

2. For exfiltration, all the pipe and fittings shall exceed performance requirements by an air test procedure as specified in Section 15060.

3. Observe full instructions of the Engineer for carrying of testing procedures.

a. Perform tests only during presence of the Engineer or his authorized representative.

4. Should any test on any section of pipe line disclose either infiltration rates greater than allowed or disclose air loss rate greater than that permitted, locate and repair the defective joints or pipes at no cost to Owner and retest until requirements stated are met.

D. Deflection:

1. After backfilling, each section of pipe shall be checked for deflection by pulling a mandrel through the pipe.

2. Pipe with deflection exceeding 5 percent of the inside diameter shall have backfill removed and replaced to provide a deflection of less than 5 percent.

3. Any repaired pipe shall be retested.

2.4 PVC TUBING

A. General: Provide nylon tubing with fittings and appurtenances as shown on Drawings.

B. Materials:

1. Furnish clear outer braided tubing with braid outside the walls.

2. Have tubing manufactured of nylon with working temperatures from 5 to 180 Deg F.

3. Design tubing with a minimum safety factor of 4 to 1 ratio of burst pressure to working pressure at maximum temperature.

4. Provide tubing with working pressure of 75 psi at 180 Deg F.

5. Ensure that tubing is self-extinguishing and fire resistant.

C. Fittings:

1. Install tubing with nylon fittings and connectors.

2. Use barbed type adapters with stainless steel clamps.

3. Provide fittings capable of withstanding temperatures from a -70 to 250 Deg F.

4. Ensure fittings have the same pressure and temperature rating as the tubing.

PART 3 EXECUTION

3.1 IDENTIFICATION

A. Identify each length of pipe clearly at intervals of 5 FT or less.

1. Include manufacturer's name and trademark.

2. Nominal size of pipe, appurtenant information regarding polymer cell classification and critical identifications regarding performance specifications and NSF approvals when applicable.

3.2 PRESSURE PIPING (Underground)

A. Installation:

1. Field threading of PVC pipe will not be permitted.

2. Perform installation procedures, handling, thrust blocking, connections, and other appurtenant operations in full compliance to the manufacturer's printed recommendations and in full observance to plan details when more stringent.

3.3 PVC DRAINAGE, SEWER PIPING AND UNDERGROUND AIR DUCTS

A. Installation: Install pipe and fittings in accordance with ASTM D2321 and as recommended by the manufacturer.

1. Provide for a maximum deflection of not more than 3 percent.

B. Infiltration and Exfiltration:

1. The maximum allowable infiltration measured by test shall not exceed 100 GAL per inch of pipe diameter per mile per 24 HRS.

2. For exfiltration, all the pipe and fittings shall exceed performance requirements by an air test procedure as specified in Section 15060.

3. Observe full instructions of the Engineer for carrying of testing procedures.

a. Perform tests only during presence of the Engineer or his authorized representative.

4. Should any test on any section of pipe line disclose either infiltration rates greater than allowed or disclose air loss rate greater than that permitted, locate and repair the defective joints or pipes at no cost to Owner and retest until requirements stated are met.

C. Deflection:

1. After backfilling, each section of pipe shall be checked for deflection by pulling a mandrel through the pipe.

2. Pipe with deflection exceeding 5 percent of the inside diameter shall have backfill removed and replaced to provide a deflection of less than 5 percent.

3. Any repaired pipe shall be retested.

3.4 PVC TUBING

A. Fittings:

1. Install tubing with nylon fittings and connectors.

2. Use barbed type adapters with stainless steel clamps.

3. Provide fittings capable of withstanding temperatures from a -70 to 250 Deg F.

4. Ensure fittings have the same pressure and temperature rating as the tubing.

END OF SECTION

SECTION 15100

VALVES: BASIC REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Valving, actuators, and valving appurtenances.

B. Related Sections include but are not necessarily limited to:

1. Division 0 - Bidding Requirements, Contract Forms, and Conditions of the Contract.
2. Division 1 - General Requirements.
3. Section 09800 – Painting.
4. Section 11005 - Equipment: Basic Requirements.
5. Section 15060 - Pipe and Pipe Fittings: Basic Requirements.
6. Section 15102 - Plug Valves.
7. Section 15103 - Butterfly Valves.
8. Section 15104 - Ball Valves.
9. Section 15106 - Check Valves.

1.2 QUALITY ASSURANCE

A. Referenced Standards:

1. American Society of Mechanical Engineers (ASME):

a. B1.20.1, Pipe Threads, General Purpose.

b. B16.1, Cast Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.

c. B16.18, Cast Copper Alloy Solder Joint Pressure Fittings.

2. ASTM International (ASTM):

a. A126, Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.

b. D256, Standard Test Methods for Determining the Izod Pendulum Impact Resistance of Plastics.

c. D638, Standard Test Method for Tensile Properties of Plastics.

d. D648, Standard Test Method for Deflection Temperature of Plastics Under Flexural Load in the Edgewise Position.

e. D695, Standard Test Method for Compressive Properties of Rigid Plastics.

f. D2240, Standard Test Method for Rubber Property-Durometer Hardness.

3. American Water Works Association (AWWA):

a. C207, Standard for Steel Pipe Flanges for Waterworks Service - Sizes 4 IN through 144 IN.

b. C500, Standard for Metal-Seated Gate Valves for Water and Supply Service.

c. C504, Standard for Rubber-Seated Butterfly Valves.

d. C507, Standard for Ball Valves, 6 IN through 48 IN.

e. C509, Standard for Resilient-Seated Gate Valves for Water Supply Service.

f. C540, Standard for Power-Actuating Devices for Valves and Slide Gates.

g. C541, Hydraulic and Pneumatic Cylinder and Vane-Type Actuators for Valves and Slide Gates.

h. C542, Electric Motor Actuators for Valves and Slide Gates.

i. C550, Standard for Protective Coatings for Valves and Hydrants.

j. C606, Standard for Grooved and Shouldered Joints.

4. American Water Works Association/American National Standards Institute (AWWA/ANSI):

a. C111/A21.11, Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.

5. National Electrical Manufacturers Association (NEMA):

a. 250, Enclosures for Electrical Equipment (1000 Volts Maximum).

1.3 DEFINITIONS

A. The following are definitions of abbreviations used in this section or one (1) of the individual valve sections:

1. CWP: Cold water working pressure.
2. SWP: Steam working pressure.

3. WOG: Water, oil, gas working pressure.
4. WWP: Water working pressure.

1.4 SUBMITTALS

A. Shop Drawings:

1. See Section 01300 for requirements for the mechanics and administration of the submittal process.

2. Product technical data including:

a. Acknowledgement that products submitted meet requirements of standards referenced.
b. Manufacturer's installation instructions.
c. Valve pressure and temperature rating.
d. Valve material of construction.
e. Special linings.
f. Valve dimensions and weight.
g. Valve flow coefficient.
h. Wiring and control diagrams for electric or cylinder actuators.

3. Test reports.

B. Operation and Maintenance Manuals:

1. See Section 01300 for requirements for:

a. The mechanics and administration of the submittal process.
b. The content of Operation and Maintenance Manuals.

C. Informational Submittals:

1. Verification from valve actuator manufacturer that actuators have been installed properly, that all limit switches and position potentiometers have been properly adjusted, and that the valve actuator responds correctly to the valve position command.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Refer to individual valve Specification Sections.

2.2 MATERIALS

A. Refer to individual valve Specification Sections.

2.3 VALVE ACTUATORS

A. Valve Actuators - General:

1. Provide actuators as shown on Drawings or specified.

2. Counter-clockwise opening as viewed from the top.

3. Direction of opening and the word OPEN to be cast in handwheel or valve bonnet.

4. Size actuator to produce required torque with a maximum pull of 80 LB at the maximum pressure rating of the valve provided and withstand without damage a pull of 200 LB on handwheel or chainwheel or 300 foot-pounds torque on the operating nut.

5. Unless otherwise specified, actuators for valves to be buried, submerged or installed in vaults or manholes shall be sealed to withstand at least 20 FT of submergence.

6. Extension Stem:

a. Install where shown or specified.

b. Solid steel with actuator key and nut, diameter not less than stem of valve actuator shaft.

c. Pin all stem connections.

d. Center in valve box or grating opening band with guide bushing.

B. Buried Valve Actuators:

1. Provide screw or slide type adjustable cast iron valve box, 5 IN minimum diameter, 3/16 IN minimum thickness, and identifying cast iron cover rated for traffic load.

2. Box base to enclose buried valve gear box or bonnet.

3. Provide 2 IN standard actuator nuts complying with Section 3.16 of AWWA C500.

4. Provide at least two (2) tee handle keys for actuator nuts, with 5 FT extension between key and handle.

5. Extension Stem:

a. Provide for buried valves greater than 4 FT below finish grade.
b. Extend to within 6 IN of finish grade.

6. Provide concrete pad encasement of valve box as shown for all buried valves unless shown otherwise.

C. Plastic Valve Vault:

1. Provide in non-traffic areas only, on valve applications 3-1/2 IN and less.

2. Nominal 7-1/2 IN DIA top section.

3. Design unit for screw type extension section having nominal 9 IN DIA bell.

4. Cast iron ring and lid.

5. Constructed of injection molded polyolefin compound with fibrous inorganic component reinforcing and UV stabilization.

6. Armor Access Boxes.

D. Exposed Valve Manual Actuators:

1. Provide for all exposed valves not having electric or cylinder actuators.

2. Provide handwheels for gate and globe valves.

a. Size handwheels for valves in accordance with AWWA C500.

3. Provide lever actuators for plug valves, butterfly valves and ball valves 3 IN DIA and smaller.

a. Lever actuators for butterfly valves shall have a minimum of 5 intermediate lock positions between full open and full close.

b. Provide at least two (2) levers for each type and size of valve furnished.

4. Gear actuators required for plug valves, butterfly valves, and ball valves 4 IN DIA and larger.

5. Provide gearing for gate valves 20 IN and larger in accordance with AWWA C500.

6. Gear actuators to be totally enclosed, permanently lubricated and with sealed bearings.

7. Provide chain actuators for valves 6 FT or higher from finish floor to valve centerline.

a. Cadmium-plated chain looped to within 3 FT of finish floor.

b. Equip chain wheels with chain guides to permit rapid operation with reasonable side pull without "gagging" the wheel.

8. Provide cast iron floor stands where required or where shown on Drawings.

a. Stands to be furnished by valve manufacturer with actuator.

b. Stands or actuator to include thrust bearings for valve operation and weight of accessories.

E. Electric Actuators (480 V, 3 phase PH) (Valves 6 IN and Larger):

1. Acceptable manufacturers:

a. Rotork
b. EIM
c. Limitorque
d. AUMA
e. Or Engineer approved equal.

2. Conform to AWWA C542.

3. Provide electric valve actuators with integral control devices and a remote pushbutton station.

4. Furnish electric actuator integral with valve consisting of:

a. Motor.
b. Gearing.
c. Handwheel.
d. Limit and torque switches.
e. Lubricants.
f. Heating elements.
g. Wiring.
h. Terminals for motor power and controls.
i. Drive nut.

5. Housing/Enclosure:

a. Provide cast iron gear housing and cast iron load bearing enclosure.

b. Non load bearing enclosure and housing: aluminum or cast iron.

c. Rated for area classification shown on Drawings.

d. Provide O-ring seals for covers and entries.

e. Terminal and limit switch compartment covers are to be fastened to gear housing by stainless steel fasteners with capture device to prevent loss.

6. Motors:

a. Provide motors that are totally enclosed, high torque design made expressly for valve actuator service and capable of operating the valve under full differential pressure for complete open-close and reverse cycle of travel at least twice in immediate succession without overheating.

b. Design motors in accordance with NEMA MG 1 standards, with Class B insulation, and to operate successfully at any voltage within 10 percent above or below rated voltage.

c. Provide positive method to ensure motor bearings are permanently lubricated.

d. Provide three (3) thermal switches imbedded in windings:

i. 120 degrees apart.
ii. Provide motor shutdown at high temperature.

e. Motor housing:

i. Aluminum or cast iron.
ii. Totally enclosed nonventilated with cooling fins.

f. Provide motor capable of operating in any position.

g. Provide motor sealed from gearcase to allow any mounting position.

h. Provide motors suitable for 480 V, 3 phase, 60 Hz.

7. Gearing:

a. Provide power gearing consisting of heat treated steel helical gears, carburized and hardened alloy steel worm, and alloy bronze worm gear, all grease or oil bath lubricated, designed for 100 percent overload, and effectively sealed against entrance of foreign matter.

b. Provide gearing mechanism constructed to permit field changes of reduction gear ratio.

c. Design actuators so that motor comes up to speed before stem load is encountered in either opening or closing operation.

d. Limit switch gearings and feedback device reduction gearing:

i. Steel or bronze.

e. Support rotating shafts with anti-friction bearings.

f. Provide separate drive nut/thrust bearing assembly:

i. Mounted to base of actuator.
ii. High tensile bronze.
iii. Quarter turn actuator: Provide 90 degree mounting intervals.
iv. Provide grease fitting on drive assembly.

8. Handwheel:

a. Permanently attached for manual operation.

b. Positive declutch mechanism to engage and disengage handwheel.

c. Handwheel shall not rotate during motor operation.

d. Inoperable motor shall not prevent manual operation.

9. Limit torque and thrust loads in both closing and opening directions by torque limit switches.

a. Provide torque switches with micrometer adjustment and reference setting indicator.

i. Assure adjustment variation of approximately 40 percent in torque setting.

b. Provide switches having rating of not less than 6 A at 120 Vac and 2.2 A at 115 Vdc.

c. Limit and torque switches shall have totally sealed contacts.

10. Furnish electric actuator with two (2) geared limit switch assemblies with each switch assembly having four (4) separate limit switches:

a. Assure each limit switch assembly is geared to driving mechanism and is independently adjustable to trip at any point at and between the fully open and fully closed valve position.

b. Provide minimum of two (2) normally open contacts and two (2) normally closed contacts at each end of valve travel.

c. Provide switches with inductive contact rating of not less than 6 A at 120 Vac, 3 A at 240 Vac, 1.5 A at 480 Vac, 2.2 A at 115 Vdc and 1.1 A at 230 Vdc.

d. Limit switches shall be fully adjustable when power is applied to actuator.

11. Provide space heating elements sized to prevent condensation in both motor and geared limit switch compartment(s).

a. Furnish heating elements rated at 120 Vac with heaters continuously energized.

12. Open-close actuator controls:

a. Provide control assembly with necessary holding relays, reversing starter, control transformers of sufficient capacity to provide control power, space heating element power and valve position transmitter.

b. Provide control assembly in an enclosure rated for the defined area classification.

c. Controls for open/close actuator:

i. Provide prewired NEMA 4X stainless steel remote pushbutton station enclosure with:

- Open pushbutton.
- Close pushbutton.
- Stop pushbutton.
- Remote/local switch.
- Full open light.
- Full close light.
- Open and close relays as required.

ii. Provide control enclosure to accept:

- Remote open/close switches.

iii. Provide contacts in control enclosure:

- Remote/local contact.
- Full open contact.
- Full close contact.

iv. Wire all components to an internal terminal strip and include mounted wiring diagram inside enclosure.

13. Additional requirements for modulating valve actuators:

a. Proportional position servo-amplifier mounted integral with the actuator control compartment.

b. Positioning of valve shall be proportional to a 4-20 mA signal input to the position servo-amplifier when remote control has been selected.

c. Servo-amplifier adjustments shall include zero, span, gain, and dead-band.

d. Provide 4-20 mA signal position control as shown on the drawings that interfaces with the position control/position feedback instrumentation wiring to and from PLC.

F. Electric Actuators (120V, 1 phase) (Valves 4 IN and Smaller):

1. General:

a. Conform to AWWA C542.

b. Self contained including motor, gearing, torque switch, limit switches and cast housing.

c. Electrical enclosure: NEMA 4 or NEMA 7 to comply with area rating classification shown on Drawings or where required.

d. Factory assembled requiring only field connection of power and control wires.

e. Comply with Section 11005.

2. Motors:

a. Produce 1.5 times the required torque.

b. Sized for two (2) complete open-close cycles without overheating.

c. One (1) fully closed to fully open cycle to occur within 60 SEC.

d. Class F insulation.

e. Operate at plus or minus 10 percent voltage.

f. 120 Volt, single phase, 60 Hz.

g. Provide thermal cutout switch and internal heater for actuator enclosure.

h. Control wiring as shown on Drawing control diagrams.

3. Remote Pushbutton Station:

a. Enclosure: NEMA 4X stainless steel.
b. Control relays shall include:

i. Open relay.
ii. Closed relay.
iii. PLC interface relay.

c. Push-to-test indicating lights shall include:

i. Open.
ii. Closed.
iii. Remote.

d. Selector switches shall include:

i. Local-Remote.
ii. Open-Close.

e. Space heater for enclosure.
f. Control wiring as shown on control diagrams.
g. Wire all components to an internal terminal strip and include mounted wiring diagram inside enclosure.

2.4 FABRICATION

A. End Connections:

1. Provide the type of end connections for valves as required in the Piping Schedules presented in Section 15060 or as shown on the Drawings.

2. Comply with the following standards:

a. Threaded: ASME B1.20.1.

b. Flanged: ASME B16.1 Class 125 unless otherwise noted or AWWA C207.

c. Bell and spigot or mechanical (gland) type: AWWA/ANSI C111/A21.11.

d. Soldered: ASME B16.18.

e. Grooved: Rigid joints per Table 5 of AWWA C606.

B. Refer to individual valve sections for specifications of each type of valve used on Project.

C. Nuts, Bolts, and Washers:

1. Wetted or internal to be Type 316 stainless steel.

a. Exposed to be zinc or cadmium plated.

D. On Insulated Piping: Provide valves with extended stems to permit proper insulation application without interference from handle.

E. Epoxy Interior Coating:

1. Provide epoxy interior coating for all ferrous surfaces in accordance with AWWA C550.

PART 3 EXECUTION

3.1 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Painting Requirements:

1. Comply with Section 09800 for painting and protective coatings.

C. Setting Buried Valves:

1. Locate valves installed in pipe trenches where buried pipe indicated on Drawings.

2. Set valves and valve boxes plumb.

3. Place valve boxes directly over valves with top of box being brought to surface of finished grade.

4. Install in closed position.

5. Place valve on firm footing in trench to prevent settling and excessive strain on connection to pipe.

6. After installation, backfill up to top of box for a minimum distance of 4 FT on each side of box.

D. Support exposed valves and piping adjacent to valves independently to eliminate pipe loads being transferred to valve and valve loads being transferred to the piping.

E. For grooved coupling valves, install rigid type couplings.

F. Install electric or cylinder actuators above or horizontally adjacent to valve and gear box to optimize access to controls and external handwheel.

G. For threaded valves, provide union on one side within 2 FT of valve to allow valve removal.

H. Install valves accessible for operation, inspection, and maintenance.

3.2 ADJUSTMENT

A. Adjust valves, actuators and appurtenant equipment to comply with Section 01650.

1. Operate valve, open and close at system pressures.

B. For all 120 Vac and 480 Vac electric actuators, employ and pay for services of valve actuator manufacturer's field service representative to:

1. Inspect valve actuators covered by this Specification Section.
2. Supervise adjustments and installation checks:

a. Open and close valves electrically under local manual and demonstrate that all limit switches are properly adjusted and that switch contacts are functioning properly by verifying the inputs are received at the remote input/output (RIO) panels or local control panel as appropriate.

b. Position modulating valves electrically under local manual control and demonstrate that the valve position feedback potentiometer is properly adjusted and that the feedback signal is received at the RIO panels or local control panel as appropriate.

c. Simulate a valve position command signal at the RIO panel or local control panel as appropriate and demonstrate that the valve is controlled to the desired position without excessive hunting.

3. Provide Owner with a written statement that the valve actuator manufacturer has verified that the actuators have been installed properly, that all limit switches and position potentiometers have been properly adjusted and that the valve actuator responds correctly to the valve position command.

3.3 VALVE SCHEDULE

A. Refer to attached Valve Schedule. The Schedule lists actuated valves, specialty valves, and manual valves 4 IN and larger.

B. Manual valves less than 4 IN are not listed in the Schedule. Refer to Drawings and P&IDs for required manual valves smaller than 4 IN, including type and size.

END OF SECTION

SECTION 15102

PLUG VALVES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Plug valves.

B. Related Specification Sections include but are not necessarily limited to:

1. Division 01 - General Requirements.
2. Section 15100 - Valves: Basic Requirements.

1.2 QUALITY ASSURANCE

A. Referenced Standards:

1. American Society of Mechanical Engineers (ASME):

a. B16.1, Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125 and 250.

2. ASTM International (ASTM):

a. A126, Standard Specification for Gray Iron Castings for Valves, Flanges and Pipe Fittings.

b. A536, Standard Specification for Ductile Iron Castings.

c. D2240, Standard Test Method for Rubber Property-Durometer Hardness.

3. American Water Works Association (AWWA):

a. C517, Standard for Resilient-Seated Cast-Iron Eccentric Plug Valves.

1.3 SUBMITTALS

A. Shop Drawings:

1. See Division 01 for requirements for the mechanics and administration of the submittal process.

2. See Specification Section 15100.

B. Operation and Maintenance Manuals:

1. See Division 01 for requirements for:

a. The mechanics and administration of the submittal process.
b. The content of Operation and Maintenance Manuals.

2. See Specification Section 15100.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Subject to compliance with the Contract Documents, the manufacturers listed under the specific valve types are acceptable.

B. Submit request for substitution in accordance with Division 01.

2.2 NON-LUBRICATED ECCENTRIC PLUG VALVES

A. Acceptable Manufacturers:

1. DeZurik.
2. Millikin.
3. ValMatic.
4. Victaulic.
5. Crispin Valves.
6. Engineer approved equal.

B. Materials:

1. Body: Cast-iron ASTM A126, Class B.

2. Plug: One-piece construction ductile iron, ASTM A536 65-45-12 or cast iron, ASTM A126 Class B.

3. Plug facing: Grease and/or petroleum-resistant resilient Neoprene or Buna-N compound, 70 Type A durometer hardness per ASTM D2240.

4. Shaft bearing bushings: Permanently lubricated TFE or Delrin sleeve type stainless steel.

5. Valve seats: Welded-in overlay of 90 percent nickel, minimum Brinell hardness of 200, (minimum 1/8 IN thick).

6. Stem seal: Nitrile butadiene packing or Buna-N dual U-cups per AWWA C504, Section 3.7.

2.3 ACCESSORIES

A. Refer to Drawings and valve schedule for type of actuator.

1. Furnish actuator integral with valve.

B. Refer to Specification Section 15100 for actuator requirements.

2.4 DESIGN REQUIREMENTS

A. Non-Lubricated Eccentric Plug Valves (Wastewater, Sludge):

1. Port area:

a. Valves 4 IN through 20 IN: Equal to or exceed 80 percent of full pipe area.

b. Valves greater than 20 IN: 100 percent equivalent full pipe area.

2. Valve body: Fitted with bolted bonnet.

3. End connections: See Specification Section 15100.

4. Stem seal: Adjustable and replaceable without disassembling valve or bonnet.

5. Designed for seating drip tight in any flow direction.

6. Rating:

a. 1/2 through 12 IN, 175 psi working pressure.
b. 14 through 36 IN, 150 psi working pressure.
c. Three-way valves, 125 psi working pressure.

7. Actuator:

a. Actuator gearing in enclosure suitable for running in oil with seals on shaft to prevent entry of dirt or water.

b. Positive identification on actuator indicating valve position.

c. Adjustable stop to set closing torque.

B. Non-Lubricated Eccentric Plug Valve-(HVAC):

1. Port area: Valves 1/2 IN through 2-1/2 IN: Equal to or exceed 100 percent of full pipe area.

2. Valve body: Fitted with threaded bonnet or bolted bonnet.

3. End connections:

a. Flanges: In full accordance with ASME B16.1, Class 125 including facing, drilling and thickness.

b. Threaded connection: In full compliance with NPT.

4. Stem seal: Self-adjusting U-cups or multiple O-ring seals.

5. Shut-off: Designed for setting drip-tight at the full rated pressure.

2.5 FABRICATION

A. See Specification Section 15100.

PART 3 EXECUTION

3.1 INSTALLATION

A. See Specification Section 15100.

B. Install valves with valve stem horizontal, plug seat on inlet side and with plug rotating up into the open position for valves in horizontal lines.

C. Install valve with actuator above pipe or plug centerline.

END OF SECTION

PACKET 8.634 May 13, 2025

SECTION 15103

BUTTERFLY VALVES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Butterfly valves.

B. Related Sections include but are not necessarily limited to:

1. Division 01 - General Requirements.
2. Section 15060 - Pipe and Pipe Fittings: Basic Requirements.
3. Section 15100 - Valves: Basic Requirements.

1.2 QUALITY ASSURANCE

A. Referenced Standards:

1. American Society of Mechanical Engineers (ASME):

a. B16.5, Pipe Flanges and Flanged Fittings - NPS 1/2 through NPS 24.

2. ASTM International (ASTM):

a. A48, Standard Specification for Gray Iron Castings.

b. A126, Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.

c. A276, Standard Specification for Stainless Steel Bars and Shapes.

d. A395, Standard Specification for Ferritic Ductile Iron Pressure-Retaining Castings for Use at Elevated Temperatures.

e. A436, Standard Specification for Austenitic Gray Iron Castings.

f. A536, Standard Specification for Ductile Iron Castings.

g. B148, Standard Specification for Aluminum-Bronze Sand Castings.

3. American Water Works Association (AWWA):

a. C504, Standard for Rubber-Seated Butterfly Valves.

4. Manufacturers Standardization Society of the Valve and Fittings Industry Inc. (MSS):

a. SP-67, Butterfly Valves.

1.3 SUBMITTALS

A. Shop Drawings:

1. See Division 01 for requirements for the mechanics and administration of the submittal process.

2. See Specification Section 15100.

3. For valves 8 IN and larger, furnish "Affidavit of Compliance" with Owner in accordance with AWWA C504.

B. Operation and Maintenance Manuals:

1. See Division 01 for requirements for:

a. The mechanics and administration of the submittal process.
b. The content of Operation and Maintenance Manuals.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:

1. DeZurik.
2. Clow.
3. Mueller.
4. Pratt.
5. Crispin Valves.

B. Submit request for substitution in accordance with Division 01.

2.2 BUTTERFLY VALVES (AWWA C504)

A. Comply with AWWA C504.

B. Materials:

1. Valve bodies:

a. ASTM A126, Class B or ASTM A536 Grade 65-45-12 ductile iron.

b. Wafer valves may be constructed of ASTM A48, Class 40 cast iron.

2. Valve shafts:

a. Stainless steel, 18-8, Type 316.

3. Valve discs:

a. Potable and nonpotable water:

i. ASTM A48, Class 40 cast iron.
ii. ASTM A536, Grade 65-45-12 ductile iron.
iii. ASTM A436, Type 1 alloy cast iron.
iv. Bronze in accordance with AWWA C504.

b. Wastewater and similar applications:

i. ASTM A436, Type 1 alloy cast iron.
ii. ASTM A536, Grade 65-45-12 ductile iron.
iii. ASTM A436, Type 1 alloy cast iron.
iv. Bronze in accordance with AWWA C504.

c. Air and similar applications: ASTM A48, Class 40 cast iron.

4. Valve seats:

a. Potable and nonpotable water below 150 Deg F:

i. Natural rubber.

b. Potable and nonpotable water and wastewater and air below 180 Deg F:

i. Buna-N.

c. Heating water and air 180 to 250 Deg F.

i. EPDM.

5. Mating surfaces:

a. Valves less than 30 IN: ASTM A276, 18-8, stainless steel.
b. Valves 30 IN and larger: ASTM A276, 18-8, stainless steel.

C. Design Requirements:

1. Seat type:

a. Resilient.
b. Comply with AWWA C504.

2. Exposed and submerged valves 3 through 20 IN.

a. Body type: Wafer or short body flange (laying length may vary from AWWA C504).

b. Equip wafer type with fully tapped anchor lugs drilled per ASME B16.5.

3. Exposed and submerged valves 24 IN and larger:

a. Body type: Short body flange.
b. Working pressure: Rated for 150 psi (Class 150B per AWWA C504).

4. Direct buried valves:

a. All valves: Working pressure rated for 150 psi (Class 150B per AWWA C504).

2.3 BUTTERFLY VALVES (MSS SP-67)

A. Comply with MSS SP-67.

B. Materials:

1. Valve bodies:

a. Wafer body: Cast iron ASTM A126, Class B.
b. Lug body: Ductile iron, ASTM A395.

2. Valve shaft or stem:

a. Stainless steel, ASTM A276, Type 316.

3. Valve disc:

a. Ductile iron, ASTM A395, nickel plated.

4. Valve seat:

a. Water and air below 180 Deg F:

i. Buna-N.

b. Water and air 180 to 250 Deg F:

i. EPDM.

c. Valve seat shall be a full body seat isolating stem and body from flow.

C. Design Requirements:

1. Exposed and submerged valves 3 IN through 20 IN.

a. Body type: Wafer.
b. Working pressure: Rated for 150 psi.
c. Equip with fully tapped anchor lugs drilled per ASME B16.5.

2. Exposed and submerged valves 24 IN and larger:

a. Body type: Short body flange.
b. Working pressure: Rated for 150 psi.

2.4 ACCESSORIES

A. Refer to Drawings and/or valve schedule for type of actuators.

1. Furnish actuator integral with valve.

B. Refer to Section 15100 for actuator requirements.

PART 3 EXECUTION

3.1 INSTALLATION

A. See Section 15100.

END OF SECTION

SECTION 15104

BALL VALVES

PART 1 GENERAL

1.1 SUMMARY:

A. Section Includes:

1. Ball valves.

1.2 QUALITY ASSURANCE:

A. Referenced Standards:

1. ASTM International (ASTM):

a. A48, Standard Specification for Gray Iron Castings.

b. A126, Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.

c. D1784, Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.

2. American Water Works Association (AWWA):

a. C507, Standard for Ball Valves, 6 IN through 48 IN.

1.3 SUBMITTALS:

A. Provide the following information in accordance with Section 01300:

1. Dimensional information.
2. Manufacturer's installation, operation, and maintenance instructions.
3. Recommended list of spare parts.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

A. Plastic Ball Valves (1/2" to 4")

1. Chemtrol.
2. Spears.
3. ASAHI/America.
4. IPEX USA LLC.
5. Or approved equal.

B. Materials:

1. Body, Stem, ball, handle, end connectors: PVC ASTM D1784-12454B.
2. Ball Seat: Teflon.
3. O-rings: Viton.

C. Design Requirements:

1. Rated at 200 psi at 70 Degree F.
2. Double or "true union" design.
3. Blocks both directions, upstream and downstream.
4. Union nut capable of compensating for seat wear.
5. Body with mounting pad for actuators where required.
6. Capable of being disconnected at downstream end under full line pressure.
7. Sodium hypochlorite service:

a. Provide "vented" ball valves.

2.2 ACCESSORIES:

A. Refer to Drawings and valve schedule for type of actuators.

1. Furnish actuator integral with valve.

B. Refer to Section 15000 for actuator requirements.

2.3 SOURCE QUALITY CONTROL:

A. Furnish record of test.

PART 3 EXECUTION

3.1 INSTALLATION:

A. Install per manufacturer's recommendations and as shown on drawings.

B. Demonstrate valve operation by manual control at valve.

END OF SECTION

SECTION 15106

CHECK VALVES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Check valves.

B. Related Specification Sections include but are not necessarily limited to:

1. Division 01 - General Requirements.
2. Section 15100 - Valves: Basic Requirements.

1.2 QUALITY ASSURANCE

A. Referenced Standards:

1. American Water Works Association (AWWA):

a. C508, Standard for Swing-Check Valves for Waterworks Service, 2 IN through 24 IN NPS.

2. Manufacturers Standardization Society of the Valve and Fittings Industry Inc. (MSS):

a. SP-71, Cast Iron Swing Check Valves, Flanged and Threaded Ends.
b. SP-80, Bronze Gate, Globe, Angle and Check Valves.

1.3 DEFINITIONS

A. PVDF: Polyvinylidene fluoride.

1.4 SUBMITTALS

A. Shop Drawings:

1. See Division 01 for requirements for the mechanics and administration of the submittal process.

2. See Specification Section 15100.

B. Operation and Maintenance Manuals:

1. See Division 01 for requirements for:

a. The mechanics and administration of the submittal process.
b. The content of Operation and Maintenance Manuals.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Subject to compliance with the Contract Documents, manufacturers listed under the valve with types are acceptable.

B. Submit request for substitution in accordance with Division 01.

2.2 CHECK VALVES: 2.5 IN AND SMALLER

A. Class 125 Swing Check Valves:

1. Comply with MSS SP-80.

2. Acceptable manufacturers:

a. Nibco T413-Y.
b. Stockham B-319Y.

3. Materials:

a. Body, bonnet, disc: Cast Iron.

4. Design requirements:

a. 125 psi steam to 406 DegF, 200 psi WOG.
b. Horizontal swing, renewable disc.

2.3 SWING CHECK VALVES: 3 IN TO 30 IN

A. Swing Check Valves:

1. Comply with AWWA C508.
2. Acceptable manufacturers:

a. Clow.
b. American Darling.
c. Golden Anderson.
d. Engineer approved equal.

3. Materials:

a. Body and cover: Cast iron.
b. Seat ring, hinge: Cast Iron.
c. Disc:

i. 3 to 30 IN: Cast iron with rubber face.

d. Hinge shaft: Stainless steel.
e. Bearings, connecting hardware: Stainless Steel.

4. Design requirements:

a. 175 psi working pressure (3 to 12 IN).
b. 150 psi working pressure (14 to 30 IN).
c. Furnish with outside weight and lever or lever and spring.

PART 3 EXECUTION

3.1 INSTALLATION

A. See Specification Section 15100.

B. Install in accordance with manufacturer's instructions.

END OF SECTION

SECTION 15140

SUPPORTS AND ANCHORS

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Pipe and Equipment Hangers and Supports.

B. Equipment Bases and Supports.

C. Sleeves and Seals.

D. Flashing and Sealing Equipment and Pipe Stacks.

1.2 REFERENCES:

A. ASTM F708--Design and Installation of Rigid Pipe Hangers.

B. MSS SP58--Pipe Hangers and Supports--Materials, Design and Manufacturer.

C. MSS SP69--Pipe Hangers and Supports--Section and Application.

D. MSS SP86--Pipe Hangers and Supports--Fabrication and Installation Practices.

1.3 SUBMITTALS:

A. Product Data: Provide manufacturers catalog data including load capacity.

B. Manufacturer's Installation Instructions: Indicate special procedures and assembly of components.

1.4 REGULATORY REQUIREMENTS:

A. Conform to the following codes:

1. Standard Plumbing Code, 1991 edition with updates to 1993, Southern Building Code Congress International.

2. Standard Mechanical Code, 1991 edition with updates to 1993, Southern Building Code Congress International.

PART 2 PRODUCTS

2.1 MANUFACTURERS:

A. B-LINE SYSTEMS, Unistrut, or approved equivalent.

2.2 PIPE HANGERS AND SUPPORTS:

A. Plumbing Piping--DWV:

1. Conform to MSS SP58.

2. Hangers for Pipe Sizes 1/2 to 1-1/2 Inch: Carbon steel, adjustable swivel, split ring.

3. Hangers for Pipe Sizes 2 Inches and Over: Carbon steel, adjustable, clevis.

4. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.

5. Wall Support for Pipe Sizes to 3 Inches: Cast iron hook.

6. Wall Support for Pipe Sizes 4 Inches and Over: 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: Carbon steel ring, adjustable, copper plated or synthetic insert.

B. Plumbing Piping--Water:

1. Conform to MSS SP58.

2. Hangers for Pipe Sizes 1/2 to 1-1/2 Inch: Carbon steel, adjustable swivel, split ring.

3. Hangers for Cold Pipe Sizes 2 Inches and Over: Carbon steel, adjustable, clevis.

4. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.

5. Wall Support for Pipe Sizes to 3 Inches: Cast iron hook.

6. Wall Support for Pipe Sizes 4 Inches and Over: Welded steel bracket and wrought steel clamp.

7. Vertical Support: Steel riser clamp.

8. Floor Support for Cold Pipe: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.

9. Copper Pipe Support: Carbon steel ring, adjustable, copper plated or synthetic insert.

2.3 ACCESSORIES:

A. Hanger Rods: Electro plated zinc mild steel threaded both ends, threaded one end, or continuous threaded.

2.4 INSERTS:

A. Malleable iron case of steel shell and expander plug for threaded connection with lateral adjustment, top slot for reinforcing rods, lugs for attaching to forms, size inserts to suit threaded hanger rods.

2.5 FLASHING:

A. Metal Flashings: 26 gauge galvanized steel.

B. Metal Counter flashing: 22 gauge galvanized steel.

C. Lead Flashings:

1. Waterproofing: 5 lb/sq ft sheet lead.
2. Soundproofing: 1 lb/sq ft sheet lead.

D. Flexible Flashing: 47 mil thick sheet butyl.

2.6 COATINGS:

A. Pipe hangers and supports shall be hot-dipped galvanized unless specified or shown otherwise.

B. Pipe hangers or supports in dry enclosed spaces such as above ceilings in administrative spaces may be manufacturer's standard finish.

PART 3 EXECUTION

3.1 INSTALLATION:

A. Select pipe hangers and supports in accordance with MSS SP69. Fabricate and install in accordance with manufacturer's instructions, MSS SP86. Custom hangers shall be designed and installed in accordance with ASTM F708.

3.2 INSERTS:

A. Provide inserts for placement in concrete formwork.

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 over 4 inches.

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 (for exposed slabs).

3.3 PIPE HANGERS AND SUPPORTS:

A. Support horizontal and vertical piping as scheduled.

B. Install hangers to provide minimum 1/2 inch between finished covering and adjacent work.

C. Place hangers within 12 inches of each horizontal elbow.

D. Use hangers with 1-1/2 inch minimum vertical adjustment.

E. Support horizontal cast iron pipe adjacent to each hub, with 5 feet maximum spacing between hangers.

F. Support vertical piping at every intermediate floor. Support vertical cast iron pipe at each floor at hub.

G. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.

H. Support riser piping independently of connected horizontal piping.

I. Provide sheet lead, 30 mill tape, or synthetic packing between hanger or support and copper piping.

J. Design hangers for pipe movement without disengagement of supported pipe.

K. Prime coat exposed steel hangers and supports. Refer to Section 09800. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.

3.4 EQUIPMENT BASES AND SUPPORTS:

A. Provide housekeeping pads of concrete, minimum 4 inches thick and extending 6 inches each side beyond supported equipment.

B. Provide templates, anchor bolts, and accessories for mounting and anchoring equipment.

C. Construct supports of steel members or steel pipe and fittings. Brace and fasten with flanges bolted to structure.

3.5 FLASHING:

A. Provide flexible flashing and metal counterflashing where piping and duct work penetrate weather or weatherproofed walls, floors, and roofs.

B. Flash vent and soil pipes projecting 3 inches minimum above finished roof surface with lead worked one inch minimum into hub, 8 inches minimum clear of sides with 24 x 24 inches sheet size. For pipes through outside walls, turn flanges back into wall and caulk, metal counterflash, and steel.

C. Flash floor drains in floors with topping over finished areas with lead, 10 inches clear on sides with minimum 36 x 36 inch sheet size. Fasten flashing to drain with a clamping device.

3.6 SLEEVES:

A. Set sleeves in position in formwork. Provide reinforcing around sleeves.

B. Size sleeves large enough to allow for movement due to expansion and contraction. Provide for continuous insulation wrapping.

C. Extend sleeves through floors two inches above finished floor level. Caulk sleeves.

D. Where piping or duct work penetrates floor, ceiling, or wall, close off space between pipe or duct and adjacent work with stuffing insulation and caulk. Provide close fitting metal collar or escutcheon covers at both sides of exposed penetrations.

E. Install chrome-plated steel escutcheons at finished surfaces.

3.7 SCHEDULES:

Pipe Size Inches	Max. Hanger Spacing Feet	Hanger Rod Inches (mm)
1/2 to 1-1/4	6.5	3/8
1-1/2 to 2	10	3/8
2-1/2 to 3	10	1/2
4 to 6	10	5/8
8 to 12	14	7/8
14 and Over	20	1
PVC (All sizes)	6	3/8
C.I. Bell and Spigot (or No-Hub) and at Joints	5	3/8

END OF SECTION

SECTION 15180

PIPE INSULATION

PART 1 GENERAL:

1.1 SECTION INCLUDES:

A. Types of mechanical insulation specified in this section include the following:

1. Insulation for Outdoor, Exposed Water, Air, and Chemical Piping Systems:

a. Preformed fiberglass pipe, valve, and fitting insulation.
b. Preformed aluminum alloy pipe, valve, and fitting jackets.

2. Insulation for Indoor and Outdoor Liquid Refrigerant Piping

a. Preformed fiberglass pipe, valve, and fitting insulation.
b. Preformed PVC pipe, valve, and fitting jackets.

3. Insulation for HVAC Ductwork:

a. Rigid board with lagging fabric
b. Information in this specification shall supersede insulation giving on drawings.
c. Preformed fiberglass pipe, valve, and fitting insulation.
d. Preformed PVC pipe, valve, and fitting jackets.

4. Insulation for HVAC Ductwork:

a. Rigid board with lagging fabric.
b. Information in this specification shall supersede insulation information given on drawings.

1.2 CODES AND REGULATIONS:

A. Building Codes: comply with applicable requirement of all governing authorities.

B. Certifying Agencies:

1. UL.
2. OSHA.
3. NFPA.
4. ASTM.

C. Regulations, Standards, and References:

1. ASTM C921: Properties of Jacketing Materials for Thermal Insulation.

2. NICA: Guide to Insulation Product Specifications. Above available from National Insulation Contractors Association, 1025 Vermont Avenue, NW # 410, Washington, DC 20005; (202) 626-7547.

3. UL-723: test for Surface Burning Characteristics of Building Materials.

1.3 QUALITY ASSURANCE:

A. Flame/Smoke Rating: Provide composite mechanical insulation (insulation, jackets, coverings, sealers, mastics and adhesives) with flame-spread index of 25 or less, and smoke-developed index of 50 or less, as tested by ASTM E84 (NFPA)

1. Exception: Outdoor mechanical insulation may have flame spread index of 75 and smoke development index of 150.

2. Exception: Industrial mechanical insulation that will not affect life safety egress of building may have flame spread index of 75 and smoke development index of 150.

1.4 SUBMITTALS:

A. Product Data: Submit manufacturer's technical product data and installation instructions for each type of mechanical insulation and jacket in accordance with Section 01300. Submit schedule showing manufacturer's product number, k-value, thickness, and furnished accessories for each mechanical system requiring insulation. Submit information on insulation and jacket properties, UV inhibitors and associated expected life.

B. Maintenance Data: Submit maintenance data and replacement material lists for each type of mechanical insulation. Include this data and product data in maintenance manual.

C. Samples: Submit manufacturer's sample of each insulation type required. Affix label to sample completely describing product.

1.5 DELIVERY, STORAGE, AND HANDLING:

A. Deliver insulation, coverings, cements, adhesive, and coatings to site in containers with manufacturer's stamp or label, affixed showing hazard indexes of products.

B. Protect insulation against dirt, water, and chemical and mechanical damage. Do not install damaged or wet insulation; remove from project site.

PART 2 PRODUCTS

2.1 PIPING SYSTEM INSULATION: PREFORMED FIBERGLASS INSULATION:

A. Insulation Product Manufacturers:

1. CertainTeed 500 Snap-On Fiberglass Pipe Insulation with all service jacket (ASJ) with self-sealing lap.

2. Manville 850 Micro-Lok Fiberglass Pipe Insulation with pressure sensitive lap sealing system (AP-T Plus) Jacket.

3. Owens-Corning 850 ASJ/SSL-II fiberglass pipe insulation with jacket and sealing system.

B. Insulation Properties:

1. Type: Heavy density, preformed, one-piece insulation sections of glass fibers bonded with thermosetting resin.

2. Thermal performance per ASTM C335: K-factor of 100° F = 0.23 btu in/hr -SF - F.

3. Flame spread per ASTM E84: 25 or less.

4. Smoke development per ASTM E 84: 50 or less.

5. Temperature range: 0° to 500° F.

6. Moisture absorption per ASTM C553: Less than 0.2 percent by volume.

7. Shrinkage per ASTM C356: Negligible.

8. Corrosivity: Does not accelerate corrosion to steel or alum or copper.

9. Resistance to bacteria and fungi: Does not breed or promote.

C. Jacketing for Outdoor and Exposed Piping:

1. Jacketing for outdoor and exposed piping shall be aluminum alloy 3003, 3105, or 5005 conforming to ASTM B209 with an embossed finish and a factory applied moisture barrier consisting of one layer of 40- to 60- pound virgin kraft paper coated on one side with a 0.001-inch minimum thickness polyethylene film.

2. Minimum jacketing thickness shall be:

a. Pipe, fitting, and valve insulation 12 inches or less in outside diameter: 0.020-inch.

b. Pipe, fitting, and valve insulation greater than 12 inches in diameter: 0.032-inch.

c. All removable and reusable insulation panels and sections: 0.032-inch.

D. Jacketing for Indoor Piping:

1. A final covering of the insulation for indoor piping shall be of 0.030 inch thick PVC. All valves, flanges, fittings, and ends of insulation shall be covered with a pre-molded, high-low temperature PVC fitting cover or end cap, or similar preformed unit. The pre-molded cover shall be sized to receive the same thickness of insulation as used on the adjacent piping. Pre-mold fittings shall be Zeston, 2000 PVC; or equal.

E. Securements and Supports:

1. Securement wire shall be the annealed galvanized type.
2. Securement bands shall be stainless steel.
3. Pipe insulation supports for vertical pipe runs may be either the welded or clamped type. Materials shall be galvanized carbon steel.

F. Accessories:

1. Sealants: Silicone and Weatherban sealants as recommended by manufacturer.
2. Tapes supplied with products per manufacturers recommendations.

G. Insulation Thickness Schedule for Outdoor and Exposed Piping:

Pipe Size, in.	Insulation Thickness, in.
½ or less	¾
3/4	1
1	1
1-1/4	1
1-1/2	1
2	1-1/2
2-1/2	1-1/2
3	1-1/2
4	1-1/2
6	2
8	2
10	2
12	2
>12	2

H. Insulation Thickness for Indoor and Outdoor Liquid Refrigerant Piping Shall be a minimum 2 inches for all pipe sizes.

I. Heat Traced Piping/Tanks:

1. Size insulation to accommodate heat tracing cable.

2.2 SPARE PARTS:

A. All piping System Insulation and Jacketing:

1. Ten (10%) percent of total installed length or 100 linear feet for each pipe size whichever is greater.

2. Fifteen (15%) percent of total number of each size fittings, valves, and flanges of five (5) each whichever is greater.

3. One (1) case of sealants and tapes as applicable.

2.3 DUCTWORK INSULATION:

A. All HVAC ductwork with exterior insulation shall be a minimum 1-inch thick, rigid board, having a thermal conductivity of not greater than 0.23 BTU/SF/degree F/HR at 75 degrees F mean temperature with a foil faced reinforced facing. The insulation shall be applied with edged tightly butted and secured by impaling on pins fastened to the ductwork. The pin spacing shall be sufficient to hold the insulation firmly to the duct surface and the insulation shall be held with speed clips. Pins shall be clipped after installation. All joints shall be sealed with a minimum 3-inch vapor barrier tape. The final outer covering shall be a rewetable, incombustable, 100 percent fiberglass lagging. The finish covering shall be neatly pasted in place with joint taping as required. All pasting of lagging shall be done with manufacturer's recommended adhesive. The insulation shall be Owens Corning Type 705, Johns Manville, or equal. The lagging fabric shall be Alpha Associates, Alpha-matrix 3451-RW, J.P. Stevens, or equal.

B. The CONTRACTOR shall replace insulation damaged or removed by modification to existing ductwork. The insulation shall be new and all joints between new and existing insulation shall be make water-tight.

PART 3 EXECUTION:

3.1 INSTALLATION OF INSULATION:

A. General:

1. Install ductwork and piping system insulation products in accordance with manufacturer's written instructions, and in accordance with recognized industry practices to ensure that insulation serves its intended purpose.

2. Install insulation on pipe systems subsequent to installation of heat tracing, painting, testing, and acceptance of tests.

3. Install insulation materials with smooth and even surfaces. Insulate each continuous run of piping with full-length units of insulation, with single cut piece to complete run. Do not use cut pieces or scrapes abutting each other.

4. Clean and dry pipe surfaces prior to insulating. Butt insulation joints firmly together to ensure complete and tight fit over surfaces to be covered.

5. Maintain integrity of vapor-barrier jackets on pipe insulation, and protect to prevent puncture or other damage.

6. Cover valves, fittings, flanges and similar items in each piping system with equivalent thickness and composition of insulation as applied to adjoining pipe run. Install factory molded, precut or job fabricated units (at installer's option) except where specific form or type is indicated.

7. Extend piping insulation without interruption through wall sleeves, hanger sleeves and similar piping penetrations, except where otherwise indicated.

B. Pre-formed fiberglass pipe insulation:

1. Pipe insulation shall be cut to proper length as required, installed around the pipe, and sealed into position.

2. All butt joints shall be finished with butt strips and sealants.

3. All fitting covers shall be sealed with sealant, then taped in place using pressure sensitive tape.

4. All installation shall be performed in compliance with the directions of the manufacturer.

5. All fittings, valves, flanges, etc., shall be insulated with equal thickness as piping and finished with preformed jackets.

6. All designated equipment shall be insulated with 2-inch thick and finished with field fabricated jackets.

C. The configurations of install insulation and jacketing materials shall comply with the applicable recommendations of the MICA commercial and Industrial Insulation Standards (hereinafter referred to as "MICA Standard") in this specification. In case of conflict, this specification shall have precedence.

D. All materials shall be installed in accordance with the manufacturer's recommendations, including recommended surface temperatures at installation. Should a conflict arise between a manufacturer's recommendation and this specification, notify the ENGINEER.

E. Insulation shall be installed in the thicknesses and configurations specified. Some unavoidable interferences may be encountered, however, which preclude installation of the required thicknesses. In these cases, notify the ENGINEER and obtain written approval for alternative configurations before proceeding. Notching of insulation is not permitted without ENGINEER's approval.

F. Do not apply insulation to piping and equipment until leak tests and hydrostatic tests have been successfully completed as specified.

G. Do not apply insulation to flanged joints until the joints have been retightened after hydrostatic testing.

H. Provide a clearly and permanently marked pull plug of specified insulation and jacketing materials over equipment and ASME nameplates. Plugs shall be marked "EQUIPMENT NAMEPLATE" or "ASME NAMEPLATE," as applicable.

I. Provide fire-resistant drop cloths and enforce their use during surface cleaning and installation of insulation to keep materials off gratings, floors, structures, equipment, and other items not specified to be insulated.

J. CONTRACTOR shall protect all insulation materials during and after installation to prevent damage from weather, breakage, etc., until jacketing has been installed and accepted.

K. Protect moving parts of valves and other equipment to prevent dust and insulation materials form clogging the parts. Plug openings of equipment, as necessary, to prevent foreign materials from entering during surface cleaning and installation of insulation.

L. All surfaces to be insulated shall be clean and dry prior to installing insulation on them. Unless specified otherwise, clean by wiping and brushing, as necessary, to remove loose foreign matter, grease, etc. Solvents may be used upon notification of the ENGINEER and enforcement of appropriate precautions.

3.2 INSULATION AND JACKETING OF PIPE:

A. Insulate all piping where indicated.

B. Install preformed pipe insulation sections as follows (refer to MICA Standards):

1. All joints shall be tightly butted.
2. Stagger all joints in double-layered insulation as follows:

a. Longitudinal joints in half sections: approximately 90° around pipe circumference.

b. Longitudinal joints in quad sections: approximately 45° around pipe circumference.

c. Circumferential joints: Mandatory 12-18 inches along pipe axis, where possible; 6 inches minimum.

C. Secure preformed pipe insulation sections with wire and bands as follows:

1. Use specified wire and bands of the following minimum sizes:

Insulation Outside Diameter (In.)	Inner or Outer Insulation Layer	Wire or Brands	Wire Gauge	Band Width	Band Thickness
12 or less	Inner Outer	Either Bands	16 --	3/8 3/8	0.015 0.015
12 to 17	Inner Outer	Either Bands	14 --	3/8 3/8	0.020 0.020
Greater than 17	Either	Bands	--	1/2	0.020
Outside Diameter (In.)	**Insulation Wire or Bands**		**Wire Gauge**	**Band Width (In.)**	**Band Thickness (In.)**
12 or less 12 to 17 Greater than 17	Wire Wire Bands		16 14 --	-- -- 1/2	-- -- 0.020

2. Draw bands and wires tight to securely butt longitudinal joints and to imbed them in the insulation. Take care to minimize cutting of insulation.

3. Secure bands with clamps. Twist wire. Maintain tightness of bands and wires while securing them.

4. Cut off excess ends of wires and bands and imbed the clamps and wire twists in the insulation, taking care to minimize cutting of insulation. Be sure insulation is tightly secured.

D. Point all joints, cracks, and depressions, except expansion joints, with insulating cement, as necessary, to provide a smooth finished surface. Allow cement to dry thoroughly. Repeat process, as needed, to repair any shrink cracks, depressions, etc.

E. Install insulation on pipe bends, valves, fittings, flanges, and in-line specials as follows:

1. For piping 2-1/2 inches in nominal size and larger, use preformed pipe, preformed fitting, and block insulation materials to form the following types of insulating covers, as applicable (refer to MICA Standards):

a. Preformed valve and fitting insulation shall be installed, where applicable, with joints tightly butted.

b. Field or factory-fabricated valve/tee insulation, constructed of specified preformed pipe or fitting insulation and/or block insulation, may be used.

c. Built-up and beveled in-line flange insulation may be used.

2. Preformed fitting and pipe insulation and block insulation shall be applied in sufficient layer thicknesses so that the final total thickness is as least as thick as required by the applicable insulation class.

3. Secure insulation as specified above.

4. Point all joints, cracks, and depressions with insulating cement to provide a smooth finish surface and to smoothly blend insulation into adjacent pipe insulation, where applicable.

5. For piping 2 inches in nominal size and smaller, preformed pipe and fitting insulation and block insulation as specified above shall be used.

6. Install removable and reusable insulation on orifice flanges, conical strainers, valve bonnets, and other locations where access to piping, valves, or in-line specials may be required for maintenance, tightening of flanges, etc. as follows:

   a. Panes and sections shall be constructed of block insulation fastened to and reinforced with, metal jacketing sections. Aluminum plate, flat bar, angle, etc., may also be used for reinforcement.

   b. The total insulation thickness shall be the minimum insulation thickness specified for the applicable insulation class.

   c. Covers shall be constructed to facility removal and reinstallation of the entire assembly with ease and without damage to either the insulation or jacketing.

   d. Cut-outs for pipe, pump shafts, etc., penetrating the equipment covered shall be cut so that no gap exists between the cover and the penetrating piece larger than:

Penetrating Item	Maximum Allowable Gap (in.)
Pipe Jacketing	1/8
Pump Shaft	¼
Other	Contact Engineer

F. Jacketing

1. Install specified jacketing on all piping insulation.

2. Prepare outdoor piping insulation by applying a protective layer of mastic or vinyl tape to the outside surfaces. Irregularly shaped surfaces at valves, fitting, etc., may be coated with two applications of epoxy paint in lieu of the mastic or vinyl tape.

3. Install jacketing over the insulation to provide a tight protective cover as follows:

   a. Longitudinal jacketing joints shall be installed with an overlapping crimped edge. The overlap shall be a minimum of 2 inches for indoor application and a minimum of 3 inches for outdoor application. The crimped edge shall be installed on the underside of horizontal piping with the overlapping

edge about 30 from the bottom horizontal tangent of the jacketing and facing down. The overlap area on vertical runs of piping shall be located on the side of the pipe least visible to normal walkways and aisles.

b. Circumferential jacketing joints shall be overlapped 2 inches on indoor insulation and 3 inches on outdoor insulation.

c. The area of circumferential overlap between two adjacent jacketing sections shall be located at least 4 inches from any butt or expansion joint in the outside layer of insulation covered.

d. Factory- or field-fabricated aluminum insulation covers may be used on all pipe bends, fitting, flanges, valves, etc. Factory-fabricated (one-piece, two-piece, or sectional) covers are mandatory where proper fit-up is possible. All joints between section or with adjoining pipe insulation shall be overlapped a minimum of 2 inches for indoor application and a minimum of 3 inches for outdoor application, unless precluded by standard fabrications. Advise the ENGINEER where the required overlap cannot be achieved.

e. Jacketing shall be installed on vertical piping so that upper sections overlap lower sections. Install stainless steel "S" clips on all horizontal laps. Located clips at approximate 90° intervals around piping where installed jacketing is 24 inches or less in diameter. Locate clips at approximately 45° intervals for larger diameters of installed jacketing.

4. Secure jacketing with 0.020-inch thick metal stainless steel or aluminum bands on maximum centers of 12 inches as follows:

a. Install a band on each side of a circumferential joint within 3 inches of the overlap area. Do not install bands in overlap area.

b. Use 1/2-inch wide bands for installed jacket diameters up to and including 30 inches.

c. Use 3/4-inch wide bands for installed jacket diameters exceeding 30 inches.

5. Install aluminum flashing and rainhoods on pipe hanger rods which support outdoor insulated piping.

3.3 PROTECTION AND REPLACEMENT

A. Replace damaged insulation which cannot be repaired satisfactorily, including units with vapor barrier damage and moisture saturated units.

B. Protection: Insulation installer shall advise CONTRACTOR of required protection for insulation work during remainder of construction period, to avoid damage and deterioration.

3.4 SPARE PARTS: Deliver spare parts to OWNER's warehouse on-site.

END OF SECTION

SECTION 15451

SAFETY SHOWER AND EYEWASH

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Manufactured and assembled safety shower/eyewash assembly.

1.2 SAFETY SHOWER EYEWASH:

Unit shall be a complete assembly consisting of a drench-type shower head, pull rod operated shower valve, eye/face washing station, and ball valve, and floor stand. Valves shall be stay-open type. Furnish ANSI sign.

PART 2 PRODUCTS

2.1 MANUFACTURERS:

A. Haws Model 8317.

B. BLS Industries ES-3-BNH.

C. Approved equivalent.

2.2 CODE COMPLIANCE:

A. Unit shall comply with Applicable American National Institute (ANSI) and Occupational Safety and Health Administration (OSHA) Requirements.

PART 3 EXECUTION

3.1 Install piping accessories with thread compound and free of leaks.

3.2 Install unit plumb as shown. Floor plate to rest on grout base and stainless steel concrete anchors.

3.3 Do not connect unit to building piping until the building piping has been flushed clean.

3.4 Demonstrate proper operation of unit.

END OF SECTION

SECTION 16000

GENERAL REQUIREMENTS FOR ELECTRICAL WORK

PART 1 GENERAL

1.1 SECTION INCLUDES:

General requirements for electrical work. This includes quality standards and system testing.

1.2 REFERENCES:

A. The 2023 National Electrical Code (NFPA 70).

B. The National Electrical Safety Code (ANSI C-2).

C. The Life Safety Code (NFPA 101).

D. Americans With Disabilities Act (Public Law 101-336).

E. The International Building Code.

1.3 SUBMITTALS:

A. Where specified, submittals shall be provided in accordance with Section 01300. The submittals shall be identified by the specified equipment number and specification section.

B. Submit results of the testing services as specified herein.

1.4 QUALITY ASSURANCE:

A. All work shall meet the requirements of the NEC and be performed by a Licensed Electrical Contractor with the State of Texas and employees of said contractor.

B. Installation shall be supervised by an electrician licensed as a "Master Electrician" to whom the State Electrical Contractor license is issued to.

C. Field work shall be under the onsite supervision of a licensed "Journeyman or Master Electrician."

D. Licensing as a "Master" or "Journeyman" electrician shall mean to hold a current certification or license to that effect issued by the State of Texas. Additionally, if the local authority having jurisdiction requires a local license, the Contractor shall maintain licensed electricians that meet the requirements of the local authority. Submit copies of current licenses or certificates for persons employed on the work. Notify Engineer and remove from the work (within 10 days) any persons for whom a license or certificate is suspended, revoked, or is otherwise rendered void by the issuing agency.

E. Contractor is required to have one “Licensed Journeyman” per seven “Licensed Apprentices” on the site.

F. All electrical contractor personnel to have a State issued license on hand at anytime while working on site and shall make it available for viewing anytime if asked to provide by Engineering or Inspection personnel.

1.5 EQUIPMENT ACCESSIBILITY:

A. All equipment requiring access for monitoring, controlling other equipment, or servicing shall be accessible. Motor starters and other control equipment shall be installed at a height that will allow an operator to view or control the equipment without stooping or without requiring a platform, stool, or raised floor to view or control the equipment. Generally, motor starters, panels, and similar equipment shall be installed with the top of the enclosure at approximately 5'-6" above floor level. Control stations, and other small enclosures that require normal access, shall be installed with the top of the enclosure at approximately 48-inches above floor level.

B. Equipment that is not considered accessible by the Engineer or Owner shall be relocated by the Contractor, at the request of the Engineer or Owner, at no additional cost to the Owner.

1.6 STORAGE OF MATERIALS AND EQUIPMENT:

A. Materials and equipment shall be stored so as to protect the materials and equipment during storage. Equipment and materials to be located outdoors may be stored outdoors if protected against moisture condensation. Equipment shall be stored at least 6 inches above ground. Equipment and materials to be located indoors shall be stored indoors. Instrumentation shall be stored indoors.

PART 2 PRODUCTS

2.1 COATING SYSTEM:

A. GENERAL:

Where specified, electrical equipment in Division 16 shall be painted by the manufacturer as specified below.

B. COLOR:

Exterior color shall be ANSI 61, gray. Interior shall be painted white. Nonmetallic electrical enclosures and equipment shall be the manufacturer's standard gray or beige color.

2.2 TERMINAL BLOCKS:

Unless otherwise specified, terminal blocks shall be screw terminal, heavy duty, rated at 600V AC. Minimum capacity for control service is 5 amps. Terminals shall be provided with integral marking strips which shall be permanently identified as shown on the shop drawings or required for installation.

2.3 MISCELLANEOUS METAL:

Miscellaneous metal installed in conjunction with electrical or instrumentation work shall be stainless steel. Painted or galvanized steel is not acceptable. Materials included in this specification group includes, but is not limited to bars, rods, sheet, plate, channel, or other metal shapes used to, or incorporated in support frames, brackets, mounting plates, etc. Bolts, nuts, screws, washers, or similar ancillary materials used shall be 316 or 304 stainless steel.

2.4 QUALITY CONTROL:

All work shall be furnished, installed, and connected in accordance with the National Electrical Code, these specifications, and the drawings. All materials used in this work shall be new and shall bear the inspection label of Underwriter's Laboratories, Inc.

PART 3 EXECUTION

3.1 GENERAL:

A. Drawings are generally diagrammatic and show the arrangement and location of fixtures, equipment, and conduit. Not all conduit, wire, and cable are shown on the Engineers drawings. The Electrical contractor shall provide all that is necessary for a complete and functional system. The Electrical Contractor shall carefully investigate the structural and finish conditions affecting his work and arrange his work accordingly.

B. Any discrepancy between the Contract Documents and the existing conditions or any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, the Electrical Contractor shall report to the Engineer in accordance with the Standard Conditions of the Contract.

C. Where exact locations are required by equipment for stubbing-up and terminating conduit concealed in floor slabs, the Electrical contractor shall request shop drawings, equipment location drawings, foundation drawings, and any other data required by him to locate the concealed conduit before the floor slab is poured. Additional penetrations/openings not shown on the drawings shall not be made without preapproval by the Engineer.

D. Materials, equipment, or labor not indicated, but which can be reasonably inferred to be necessary for a complete installation shall be provided. Drawings and Specifications do not undertake to indicate every item of material, equipment, or labor required to produce a complete and properly operating installation.

E. The right by the Owner and Engineer is reserved to make reasonable changes in locations of equipment indicated on drawings prior to rough-in without increase in contract cost.

F. The Contractor shall not reduce the size or number of conduit runs indicated on the drawings without the written approval of the Engineer.

G. Locate pull boxes, panelboards, control pushbuttons, terminal cabinets, safety switches, and such other apparatus that may require periodic maintenance, operation, or inspection, so that they are easily accessible. If such items are shown on the plans in locations which are found to be inaccessible, the Engineer shall be advised of the situation before work is advanced to the point where extra costs will be involved.

H. All additional circuit connections to panelboards shall be preapproved by the Engineer.

I. Any work installed contrary to Contract Drawings shall be subject to change as directed by the Engineer, and no extra compensation will be allowed for making these changes.

J. The location of equipment fixture outlets, and similar devices shown on the Drawings are approximate only. Do not scale drawings. Obtain layout dimensions for equipment from Architectural plans unless indicated on electrical plans.

K. Review all drawings for door swings, cabinets, counters, and built-in equipment.

3.2 RACEWAY INSTALLATION:

Use the following raceway materials for raceways in the identified applications.(or where specified on plans)

A. Rigid PVC: Buried Raceways.

B. RGS or Rigid Aluminum: Above grade.

3.3 PHASE CONNECTIONS:

Phase connections for equipment shall be A, B, C, counting from front to back, top to bottom, and left to right as viewed from the operating mechanism side. Conductors shall be color coded as specified.

3.4 TESTING:

A. GENERAL:

Prior to energizing the electrical circuits, the following tests shall be performed. Unless otherwise specified, a 1000 volt megohmmeter shall be used for resistance measurements. Record and submit test results using form at the back of this Section.

B. INSULATION RESISTANCE MEASUREMENTS:

Test all energized electrical components including conductors for circuits 120V volts and higher. Conductors and devices with less than 50 megohms resistance to ground or between conductors or phases shall be removed and replaced. All conductors in a raceway shall be removed if a conductor in that raceway fails the insulation resistance test. The conductors shall not be reused.

C. MOTOR TESTS:

All motors shall have their insulation resistance measured before they are connected. Insulation resistance values less than 10 megohms are not acceptable. Verify that motors are connected to rotate in the correct direction. Verification may be accomplished by momentarily energizing the motor, provided the Contractor confirms that neither the motor nor the driven equipment will be damaged by reverse operation. Measure the full load current on each phase with the motor running at maximum operating load.

D. FUNCTIONAL CHECKOUT:

Protective devices shall be adjusted and operative during the testing period. Prior to start-up of each piece of equipment or system, perform a functional checkout on control circuits. The checkout shall consist of energizing each control circuit and operating each control, alarm, or malfunction device, and each interlock in turn to verify that the specified action occurs. This may be performed with the motor connected or disconnected. Providing that no harm will be done to the equipment.

E. BRANCH CIRCUIT RECEPTACLES

All Branch Circuit 120V Receptacles to be tested at farthest point from source to ensure no more than 7% voltage drop with 15A load.

3.5 AS-BUILT DRAWINGS:

At the end of the project, provide one set of "red-lined" as-built drawings to the Engineer. As-built drawings shall show all addenda, change orders, or other modifications made by the contractor or directed by the Engineer/Owner. Drawings shall be complete and shall be accurate. Manholes and other in-ground structures shall be dimensioned from a known structure. Modifications to control schematics shall be marked on the drawings. Final payment will not be made until as-built drawings are accepted by the Engineer.

END OF SECTION

MOTOR, CIRCUIT, AND DEVICE
ELECTRICAL TEST RESULTS

PROJECT _____

OWNER _____

DATE _____

CIRCUIT OR
EQUIPMENT ID _____

1 PHASE 3 PHASE 120 VOLT 208 VOLT 480 VOLT _____ VOLT

MEASURED VOLTAGES: MEASURED CURRENT:

PH. A--GND _____ A-B _____ PH. A _____ AMPS

PH. B--GND _____ B-C _____ PH. B _____ AMPS

PH. C--GND _____ A-B _____ PH. C _____ AMPS

MEASURED INSULATION RESISTANCE, MEG OHMS, PHASE TO GROUND @ 1,000 VOLTS:

PH. A _____ PH.B _____ PH.C _____

MOTOR NAMEPLATE DATA:

VOLTS _____ pH _____ SF _____ FLA _____

THERMAL OVERLOAD DEVICE:

MFG: _____ CAT/PART NO. _____ AMPS _____ SETTING _____

OPERATING CONDITIONS:

COMMENTS:

_____ _____
CONTRACTOR'S SIGNATURE INSPECTOR'S SIGNATURE

SECTION 16110

RACEWAYS AND BOXES

PART 1 GENERAL

1.1 SUMMARY:

A. Section includes:

1. Material and installation requirements for:

a. Conduits.
b. Conduit fittings.
c. Conduit supports.
d. Wireways.
e. Outlet boxes.
f. Pull and junction boxes.

B. Related Specification Sections include but are not necessarily limited to:

1. Division 1 – General Requirements
2. Section 16140 – Wiring Devices

1.2 DEFINITIONS:

A. Underfloor Conduits.

1. Conduits which run underground within perimeter of building walls under building floor. This may consist of one conduit, or several conduits grouped together.

B. Duct Bank Conduits

1. Conduits which run underground outside perimeter of building walls. This may consist of one conduit, or several conduits grouped together.

C. Underground Conduits

1. Underground conduits are both under floor conduits and duct bank conduits.

1.3 SUBMITTALS:

A. Shop Drawings:

1. See Division 1 – General Requirements for requirements for mechanics and administration of the submittal process.

2. Product technical data:

a. Provide submittal data for all products specified in PART 2 of this Specification Section.

3. Fabrication and/or layout drawings:

a. Identify dimensional size of pull and junction boxes to be used.

1.4 QUALITY ASSURANCE:

A. Items provided under this section shall be listed or labeled by UL or other Nationally Recognized Testing Laboratory (NRTL).

1. Term "NRTL" shall be as defined in OSHA Regulation 1910.7.

2. Terms "listed" and "labeled" shall be as defined in National Electrical Code, Article 100.

B. Referenced Standards:

1. Aluminum Association (AA).
2. American Iron and Steel Institute (AISI).
3. ASTM International (ASTM):

a. A123, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.

b. A153, Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

c. D2105, Standard Test Method for Longitudinal Tensile Properties of “Fiberglass” (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe and Tube.

d. D2564, Standard Specification for Solvent Cements for Polyvinyl Chloride (PVC) Plastic Piping Systems.

e. F512, Standard Specification for Smooth-Wall Polyvinyl Chloride (PVC) Conduit and Fittings for Underground Installation.

4. National Electrical Manufacturers Association (NEMA):

a. 250, Enclosures for Electrical Equipment (1000 Volts Maximum).

b. RN 1, Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit (IMC).

c. TC 2, Electrical Polyvinyl Chloride (PVC) Tubing and Conduit.

d. TC 3, Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing.

5. National Electrical Manufacturers Association/American National Standards Institute (NEMA/ANSI):

a. C80.1, Electric Rigid Steel Conduit (ERSC).
b. C80.3, Steel Electrical Metallic Tubing (EMT).
c. C80.5, Electrical Aluminum Rigid Conduit.
d. OS 1, Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.

6. National Fire Protection Association (NFPA):

a. 70, National Electrical Code (NEC)

7. Underwriters Laboratories, Inc. (UL):

a. 1, Standard for Flexible Metal Conduit.

b. 6, Standard for Electrical Rigid Metal Conduit – Steel.

c. 50, Enclosures for Electrical Equipment, Non-Environmental Considerations.

d. 360, Standard for Liquid-Tight Flexible Steel Conduit.

e. 467, Grounding and Bonding Equipment.

f. 514A, Metallic Outlet Boxes.

g. 514B, Conduit, Tubing, and Cable Fittings.

h. 651, Standard for Schedule 40 and 80 Rigid PVC Conduit and Fittings.

i. 797 Electrical Metallic Tubing – Steel.

j. 870, Standard for Wireways, Auxiliary Gutters, and Associated Fittings.

k. 886, Standard for Outlet Boxes and Fittings for Use in Hazardous (Classified) Locations.

l. 1660, Liquid-Tight Flexible Nonmetallic Conduit.

8. ANSI B1.20.2 – NPT – American National Standard Taper Pipe Threads.

C. Comply with NECA "Standard of Installation."

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

A. Subject to compliance with the Contract Documents, the following manufactures are acceptable:

1. Rigid metallic conduits:

a. Allied Tube and Conduit Corporation.
b. Triangle PWC Inc.
c. Western Tube and Conduit Corporation.
d. Wheatland Tube Company.
e. LTV Steel Company.
f. EASCO Aluminum.
g. Indalex.
h. VAW of American, Inc.

2. PVC coated rigid metallic conduit and repair kits:

a. Perma-Cote
b. Rob-Roy Ind.
c. Raychem "GelTek" tape.
d. Thomas & Betts O-Cal
e. Calbond

3. Rigid non-metallic conduit:

a. Carlon.
b. Cantex.
c. Osburn Associates.
d. Allied Tube and Conduit Corporation
e. Prime Conduit

4. Flexible metallic conduit:

a. AFC Cable Systems.
b. Anamet, Inc.
c. Carlon.
d. Electri-Flex.
e. Flexible Metal Hose Company.
f. International Metal Hose Company.
g. Triangle PWC Inc.
h. LTV Steel Company.

5. Flexible non-metallic conduit.

a. Carlon
b. Carflex.

6. Wireway:

a. Hoffman Engineering Company.
b. Weigmann.
c. Square D.

7. Conduit fittings and accessories:

a. Appleton.
b. Carlon.
c. Cantex.
d. Crouse-Hinds.

e. Killark.
f. Osburn Associates.
g. OZ Gedney Company.
h. RACO.
i. Steel City.
j. Thomas and Betts.
k. Atkore Calbond

8. Support systems:

a. Unistrut Building Systems.
b. B-Line Systems Inc.
c. Kindorf.
d. Minerallac Fastening Systems.
e. Caddy.
f. Atkore Power-Strut

9. Outlet, pull, and junction boxes:

a. Appleton.
b. Crouse-Hinds.
c. Killark.
d. OZ Gedney Company.
e. Steel City.
f. RACO.
g. Bell.
h. Hoffman Engineering Company.
i. Wiegmann.
j. B-Line Circle AW.
k. Adalet.
l. Rittal.

10. Anti-seize compound:

a. Crouse-Hinds

2.2 RIGID METALLIC CONDUITS (Refer to Section 3.3 for acceptable application locations):

A. PVC-Coated Rigid Steel Conduit (PVC-RGS):

1. Nominal 40 mil Polyvinyl Chloride (PVC) exterior coating:

a. Coating: Bonded to hot-dipped galvanized rigid steel conduit conforming to NEMA/ANSI C80.1.

b. The bond between the PVC coating and the conduit surface: Greater than the tensile strength of the coating.

2. Nominal 2 mil, minimum, urethane interior coating.

3. Urethane coating on threads.

4. Conduit: Epoxy prime coated prior to application of PVC and urethane coatings.

5. Female Ends:

   a. Have a plastic sleeve extending a minimum of 1 pipe diameter or 2 in, whichever is less beyond the opening.

   b. The inside diameter of the sleeve shall be the same as the outside diameter of the conduit to be used with it.

6. Standards: NEMA/ANSI C80.1, UL 6, NEMA RN

7. Standards: ANSI B1.20.2 – NPT – American National Standard Taper Pipe Threads.

B. PVC-Coated Rigid Aluminum Conduit (PVC-RAC):

1. Nominal 40 mil Polyvinyl Chloride (PVC) exterior coating:

   a. Coating: Bonded to hot-dipped galvanized rigid Aluminum conduit conforming to NEMA/ANSI C80.1.

   b. The bond between the PVC coating and the conduit surface: Greater than the tensile strength of the coating.

2. Nominal 2 mil, minimum, urethane interior coating.

3. Urethane coating on threads.

4. Conduit: Epoxy prime coated prior to application of PVC and urethane coatings.

5. Female Ends:

   a. Have a plastic sleeve extending a minimum of 1 pipe diameter or 2 in, whichever is less beyond the opening.

   b. The inside diameter of the sleeve shall be the same as the outside diameter of the conduit to be used with it.

6. Standards: NEMA/ANSI C80.1, UL 6, NEMA RN 1.

7. Standards: ANSI B1.20.2 – NPT – American National Standard Taper Pipe Threads.

C. Rigid Galvanized Steel Conduit (RGS):

1. Mild steel with continuous welded seam.

2. Metallic zinc applied by hot-dip galvanizing or electro-galvanizing.

3. Threads galvanized after cutting.

4. Internal coating: Backed lacquer, varnish, or enamel for smooth surface.

5. Standards: NEMA/ANSI C80.1, UL 6.

6. Standards: ANSI B1.20.2 – NPT – American National Standard Taper Pipe Threads.

D. Electrical Metallic Tubing (EMT):

1. Mild steel with continuous welded seam.

2. Metallic zinc applied by hot-dip galvanizing or electro-galvanizing.

3. Internal coating: Baked lacquer, varnish, or enamel for a smooth surface.

4. Standards: NEMA/ANSI C80.3, UL 797.

E. Rigid Aluminum Conduit (RAC):

1. AA Type 6063 aluminum allow, T-1 temper.
2. Maximum copper content of 0.10 percent.
3. Extruded, seamless.
4. Standards: NEMA/ANSI C80.5, UL 6.
5. Standards: ANSI B1.20.2 – NPT – American National Standard Taper Pipe Threads.

2.3 RIGID NON-METALLIC CONDUIT:

A. Schedules 40 (PVC-40) and 80 (PVC-80)

1. Polyvinyl-chloride (PVC) plastic compound which includes inert modifiers to improve weatherability and heat distribution.

2. Rated for direct sunlight exposure.

3. Fire retardant and low smoke emission.

4. Shall be suitable for use with 90 DegC wire and shall be marked “maximum 90 DegC”.

5. Standards: NEMA TC 2, UL 651.

2.4 FLEXIBLE CONDUIT:

A. Flexible Galvanized Steel Conduit (FLEX):

1. Formed of continuous, spiral wound, hot-dip galvanized steel strip with successive convolutions securely interlocked.

2. Standard: UL 360.

B. PVC-Coated Flexible Aluminum core (liquid-tight) Conduit (LFMC): (allowed for sizes 2-1/2″ to 4″ only).

1. Core formed of continuous, spiral wound, aluminum strip with successive convolutions securely interlocked.

2. Extruded PVC outer jacket positively locked to the steel core.

3. Liquid and vaportight.

4. Standard: UL 360.

C. Flexible non-metallic (liquid-tight) conduit (LFNC) (allowed for sizes ½″ to 2″ only)

1. Formed of a helically wound spiral of rigid PVC reinforcement embedded within a flexible PVC wall.

2. Layered construction with a smooth seamless inner core of flexible PVC that is bonded to a covering of flexible PVC.

3. Between the layers is a woven nylon mesh for reinforcement.

4. Standard: UL1660

2.5 WIREWAY:

A. General:

1. ONLY ALLOWED WITH ENGINEER APPROVAL
2. Suitable for lay-in conductors.
3. Designed for continuous grounding.
4. Covers:

a. Hinged or removable in accessible areas.

b. Non-removable when passing through partitions.

c. Finish: Rust inhibiting primer and manufacturer's standard paint inside and out except for stainless steel type.

d. Standards: UL 870, NEMA 250.

B. General Purpose (NEMA 1 rated) Wireway:

1. 14 or 16 gage steel without knockouts.
2. Cover: Non-gasketed and held in place by captive screws.

C. Raintight (NEMA 3R rated) Wiring Trough:

1. 14 or 16 gage galvanized steel without knockouts.
2. Cover: Non-gasketed and held in place by captive screws.

D. Watertight (NEMA 4X rated) Wireway:

1. 14 gage type 316 stainless steel bodies and covers without knockouts and 10 gage stainless steel flanges.

2. Cover: Fully gasketed and held in place with continuous piano hinge with three-point latch.

3. Flanges: Fully Gasketed and bolted.

E. Dusttight (NEMA 12 rated) Wireway:

1. 14 gage steel bodies and covers without knockouts and 10 gage steel flanges.

2. Cover: Fully gasketed and held in place with continuous piano hinge with three-point latch.

3. Flanges: Fully gasketed and bolted.

2.6 CONDUIT FITTINGS AND ACCESSORIES:

A. Fittings for use with RGS:

1. General:

a. In hazardous locations, provide fittings listed for use in Class I, Groups C and D locations.

2. Locknuts:

a. Threaded steel or malleable iron.
b. Gasketed or non-gasketed.
c. Grounding or non-grounding type.

3. Bushings:

a. Threaded, insulated metallic.
b. Grounding or non-grounding type.

4. Hubs: Threaded, insulated and gasketed metallic for raintight connection.

5. Couplings:

a. Threaded straight type: Same material and finish as the conduit with which they are used on.

b. Threadless type (Only allowed with written approval from engineer): Gland compression or self-threading type, concrete tight.

6. Unions: Threaded galvanized steel or zinc plated malleable iron.

7. Conduit bodies (ells and tees):

a. Body: Zink plated cast iron with threaded hubs.
b. Standard and mogul size.
c. Cover:

i. Clip-on type with stainless steel screws.
ii. Gasketed or non-gasketed galvanized steel, zinc plated cast iron.

8. Conduit bodies (round):

a. Body: Zinc plated cast iron.
b. Cover: Threaded screw on type, gasketed, galvanized steel, zinc plated cast iron.

9. Sealing fittings:

a. Body: Zinc plated cast iron with threaded hubs.
b. Standard and mogul size.
c. With or without drain and breather.
d. Fiber and sealing compound: UL listed for use with the sealing fitting.

B. Fittings for use with RAC:

1. General:

a. In hazardous locations, provide fittings listed for use in Class I, Groups C and D locations.

2. Locknuts:

a. Threaded stainless steel.
b. Gasketed or non-gasketed.
c. Grounding or non-grounding type.

3. Bushings:

a. Threaded, insulated metallic.
b. Grounding or non-grounding type.

4. Hubs: Threaded, insulated and gasketed metallic for raintight connection.

5. Couplings:

a. Threaded straight type: Same material and finish as the conduit with which they are used on.

6. Unions: Threaded copper free cast aluminum.

7. Conduit bodies (ells and tees):

a. Body: Copper free cast aluminum with threaded hubs.
b. Standard and mogul size.
c. Cover:

i. Clip-on type with stainless steel screws.
ii. Gasketed or non-gasketed copper free cast aluminum.

8. Conduit bodies (round):

a. Body: Copper free cast aluminum.
b. Cover: Threaded screw on type, gasketed, copper free cast aluminum.

9. Sealing fittings:

a. Body: Copper free cast aluminum with threaded hubs.
b. Standard and mogul size.
c. With or without drain and breather.
d. Fiber and sealing compound: UL listed for use with the sealing fitting.

C. Fittings for use with PVC-RGS:

1. The same material, construction, and color as those fittings listed under paragraph "Fittings for use with RGS" and coated as defined under paragraph "PVC Coated Rigid Steel Conduit (PVC-RGS).

D. Fittings for use with PVC-RAC:

1. The same material, construction, and color as those fittings listed under paragraph "Fittings for use with RAC" and coated as defined under paragraph "PVC Coated Rigid Steel Conduit (PVC-RAC).

E. Fittings for use with EMT:

1. Connectors:

a. Straight, angle and offset types furnished with locknuts.
b. Zinc plated steel.
c. Insulated gland compression type.
d. Concrete and raintight.

2. Couplings:

a. Zinc plated steel.
b. Gland compression type.
c. Concrete and raintight.

3. Conduit bodies (ells and tees):

a. Body: Copper free aluminum with threaded hubs.
b. Standard and mogul size.
c. Cover:

i. Screw down type with steel screws.
ii. Gasketed or non-gasketed galvanized steel or copper free aluminum.

4. Standard: UL 514B

F. Fittings for use with FLEX:

1. Connector:

a. Zinc plated malleable iron.
b. Squeeze or clamp type.

2. Standard: UL 514B.

G. Fittings for use with LFMC:

1. Connector:

a. Straight or angle type. (angle type not allowed to be used for transition from conduit to flex)

b. Aluminum construction, insulated and gasketed.

c. Composed of locknut, grounding ferrule and gland compression nut.

d. Liquid tight.

2. Standards: UL 467, UL 514B.

H. Fittings for use with LFNC:

1. Connector:

a. Straight or angle type. (angle type not allowed to be used for transition from conduit to flex)

b. Non-metal construction, insulated and gasketed.

c. Composed of locknut, grounding ferrule and gland compression nut.

d. Liquid tight.

2. Standards: UL 467, UL 514B.

I. Fittings for use with Rigid Non-Metallic PVC Conduit:

1. Coupling, adapters, and conduit bodies:

a. Same material, thickness, and construction as the conduits with which they are used.

b. Homogeneous plastic free from visible cracks, holes, or foreign inclusions.

c. Bore smooth and free of blisters, nicks or other imperfections which could damage the conductor.

2. Solvent cement for welding fittings shall be supplied by the same manufacturer as the conduit and fittings.

3. Standards: ASTM D2564, NEMA TC3, UL 651, UL 541B.

J. Weather and Corrosion Protection Tape (Allowed only with Engineer Approval).

1. PVC based tape, 10 miles thick.

2. Protection against moisture, acids, alkalis, salts and sewage and suitable for direct bury.

3. Used with appropriate pipe primer.

2.7 ALL RACEWAY AND FITTINGS:

A. Mark Products:

1. Identify the nominal trade size on the product.
2. Stamp with the name or trademark of the manufacturer.

2.8 OUTLET BOXES:

A. Metallic Outlet Boxes (allowed only in areas where Nema 1 equipment is installed or with written engineer approval):

1. Hot-dip galvanized steel.
2. Conduit knockouts and grounding pigtail.
3. Styles:

a. 2 IN x 3 IN rectangle, 3-1/2 IN deep, gangable or non ganagable (In CMU Walls only)
b. 4 IN square x 2-1/8 IN deep
c. 4 IN octagon.
d. Masonry/tile.

4. Accessories:

a. Flat blank cover plats.
b. Barriers.
c. Extension, plaster or tile rings.
d. Box supporting brackets in stud walls. (all boxes must be supported by 2 studs)
e. Adjustable bar hangers.

5. Standards: NEMA/ANSI OS 1, UL 514A.

B. Cast Outlet Boxes:

1. Zinc plated cast iron or die-cast copper free aluminum with manufacturer's standard finish.

2. Threaded hubs and grounding screw.

3. Styles:

a. "FD"
b. Single or multiple gang and tandem.
c. "EDS" or "EFS" for hazardous locations.

4. Accessories: 40 mil PVC exterior coating and 2 mil urethane interior coating.

5. Standards: UL 514A, UL 886.

6. Bell Boxes not allowed without written engineer approval.

C. Non-metallic Outlet Boxes (only in chemical areas)(where specified on the plans):

1. Polyvinyl-chloride (PVC) plastic compound.
2. Rated for direct sunlight exposure.
3. Fire retardant and low smoke emission.
4. Suitable for use with 90 DegC wire.
5. Styles:

a. "FD"
b. Single or multiple gang.

6. Standard: UL 514A, NEMA TC 3.

D. See Specification 16140 for wiring devices, wallplates, and cover plates.

2.9 PULL AND JUNCTION BOXES (Must be sized per NEC):

A. NEMA 1 Rated:

1. Body and cover: 14 gage minimum, galvanized steel or steel finished with rust inhibiting primer and manufacturer's standard paint inside and out.

2. With or without concentric knockouts on four (4) sides.

3. Flat cover fastened with screws.

B. NEMA 3R Rated:

1. Body and cover: 14 gage minimum steel finished with rust inhibiting primer and manufacturer's standard paint inside and out.

2. No knockouts.

3. Seams continuously welded and ground smooth.

4. Door with hinge and latch

5. All connections to box shall be with Myers Hubs

C. NEMA 4X Rated (metallic):

1. Body and cover: 14 gage type 316 stainless steel.
2. Seams continuously welded and ground smooth.
3. No knockouts.
4. External mounting flanges.
5. Door with oil-resistant gasket.
6. All connections to box shall be with Myers Hubs.

D. NEMA 4X Rated (non-metallic):

1. Body and cover: Ultraviolet light protected fiberglass-reinforced polyester boxes.

2. No knockouts.

3. External mounting flanges.

4. Hinged door with quick release latches and padlocking hasp.

5. Door with oil resistant gasket.

6. All connections to box shall be with Myers Hubs.

E. NEMA 7 and NEMA 9 Rated:

1. Cast gray iron allow or copper-free aluminum with manufacturer's standard finish.

2. Drilled and tapped openings or tapered threaded hub.

3. Cover bolted down with stainless steel bolts or threaded cover with neoprene gasket.

4. External mounting flanges.

5. Grounding lug.

6. Accessories: 40 mil PVC exterior coating and 2 mil urethane interior coating.

F. NEMA 12 Rated:

1. Body and cover:

a. 14 gage steel finished with rust inhibiting primer and manufacturer's standard paint inside and out.

b. Type 5052 H-32 aluminum, unpainted.

2. Seams continuously welded and ground smooth.

3. No knockouts.

4. External mounting flanges.

5. Non-hinged cover held closed with captivated cover screws threaded into sealed wells or hinged cover held closed with stainless steel screws and clamps.

6. Flat door with oil resistant gasket.

G. Miscellaneous Accessories:

1. Rigid handles for covers larger than 9 SF or heavier than 25 LBS.

2. Split covers when heavier than 25 LBS.

3. Weldnuts for mounting optional panels and terminal kits.

4. Tamper proof screws.

5. Terminal blocks: Screw-post barrier-type, rated 600 volt and 20 ampere minimum.

H. Standards: NEMA 250, UL 50

I. All pull/junction boxes must be sized per NEC

2.10 SPECIAL PURPOSE BOXES:

A. Pedestal-Type Floor-Mounted or Counter-Mounted Duplex Receptacles:

1. Horizontal design housing with threaded conduit fittings in base with satin chromium finish.

B. Flush in Floor Duplex Receptacles:

1. Dual level, full adjustable box with power fittings and brass carpet flange.

2.11 SUPPORT SYSTEMS:

A. Multi-conduit Surface or Trapeze Type Support and Pull or Junction Box Supports:

1. Material Requirements.

a. Galvanized steel: ASTEM A123 or ASTM A153.

b. Stainless steel: AISI Type 316.

c. PVC coated galvanized steel: ASTM A123 or ASTM A153 and 20 mil PVC coating.

d. Aluminum: AA Type 6063-T6.

B. Single Conduit and Outlet Box Support Fasteners:

1. Material Requirements:

a. Zinc plated steel.
b. Stainless steel, Type 316.
c. Malleable iron.
d. PVC coated malleable iron or steel: 20 mil PVC coating.
e. Steel protected with zinc phosphate and oil finish.

2.12 RACEWAY/DUCT SEALING COMPOUND:

A. Use with explosion-proof fittings to separate hazardous areas from non-hazardous areas:

1. UL Listed compound
2. Crouse-Hinds Chico or approved equal.
3. Use fiber dam for vertical installation.

B. All other areas:

1. Non-hardening, putty-like consistency workable at temperatures as low as 35 F.

2. Compound shall not slump at temperature of 300 F and shall readily adhere to clean surfaces of plastic ducts, metallic conduits, conduit coatings, concrete, masonry, lead, cable sheaths, cable jackets, insulation materials, and common metals.

PART 3 EXECUTION

3.1 RACEWAY INSTALLATION – GENERAL:

A. Shall be in accordance with requirements of:

1. NFPA 70- NEC.
2. Manufacturer’s instructions.

3. ANSI B1.20.2 – NPT – American National Standard Taper Pipe Threads.

B. Size of Raceways:

1. Raceway sizes are shown on Drawings. If not shown on the Drawings, then size in accordance with NFPA 70.

2. Unless specifically indicated otherwise, the minimum raceway size shall be:

a. Conduit: 1 IN.
b. Wireway: 4 IN x 4 IN (only with engineer approval)
c. ½" Flex can be utilized for connection to instruments and lighting.

C. Field Bending and Cutting of Conduits:

1. Utilize tools and equipment recommended by the manufacturer of the conduit, designed for the purpose and the conduit material to make all field bends and cuts.

2. Do not reduce the internal diameter of the conduit when making conduit bends.

3. Prepare tools and equipment to prevent damage to the PVC coating. Use strap wrenches only to tighten joints in PVC-RGS. Replace all conduit and fittings with damage to the PVC coating, such as cuts, nicks, and threader chuck jaw marks.

4. Degrease threads after threading and apply a zinc rich paint.

5. Field cut threads shall be same length and amount as factory cut threads.

6. Make-up of threads inside fittings, boxes, & condulets shall be minimum half the amount of factory threads with no more than minimum amount of factory threads showing after make-up.

7. Running threads are NOT allowed.

8. Deburr interior and exterior after cutting.

D. Male threads of conduit systems shall be coated with an electrically conductive anti-seize compound.

E. The protective coating integrity of conduits, fittings, outlet, pull and junction boxes and accessories shall be maintained.

1. Repair galvanized components utilizing a zinc rich paint.

2. Repair painted components utilizing touch up paint provided by or approved by the manufacturer.

3. Repair PVC coated components utilizing a patching compound, of the same material as the coating, provided by the manufacturer of the conduit; or a self-adhesive, highly conformable, cross-linked silicon composition strip, followed by a protective coating of vinyl tape.

   a. Total nominal thickness: 40 mil.

4. Repair surface which will be inaccessible after installation prior to installation.

F. Remove moisture and debris from conduit before wire is pulled into place.

1. Pull mandrel with diameter nominally ¼ IN smaller than the interior of the conduit, to remove obstructions.

2. Swab conduit by pulling a clean, tight-fitting rag through the conduit.

3. Tightly plug ends of conduit with tapered wood plugs or plastic inserts until wire is pulled.

G. Only nylon or polyethylene rope shall be used to pull wire and cable in conduit systems.

H. Install pull wires in empty raceways. Leave not less than 12 IN of slack at each end of the pull wire.

I. Where portions of a raceway are subject to different temperatures and where condensation is known to be a problem, as in cold storage areas of buildings or where passing from the interior to the exterior of a building, the raceway shall be sealed to prevent circulation of warm air to colder section of the raceway.

J. Damp or Wet Locations: In damp or wet locations make every effort to avoid installing raceways in a manner which will create moisture traps. Where they must be so installed, seal both ends of raceways with an approved sealing compound to prevent "breathing" and moisture condensation within the raceways.

K. Fill openings in walls, floor, and ceilings and finish flush with surface.

1. Where penetrating CMU block walls, repair with cementitious grout and paint to match.

2. Where conduit terminates at a cable tray system, fit conduit with an insulated bushing.

3. When conduits are passing through a firewall or fire-rated floor into different rooms, cabinets, or enclosures, use a fire-rated seal.

L. Install explosion-proof seals in conduit runs crossing or entering a hazardous classified area. Install CSBE removable sealing fittings to seal submersible pump cables in the wet well and at the first junction box outside the well.

M. Conduit Stub-ups (from top of 90 Deg Transition to min 6" AFG)

1. Protect stub-ups from damage where conduits rise through floor slabs. Arrange so curved portion of bends is not visible above finished slab.

2. Transition underground conduit to aboveground conduit with 90 DEG "PVC-RGS or PVC-RAC" elbow where conduit transitions from horizontal to vertical conduit.

3. Provide "PVC-RGS" or "PVC-RAC" to a minimum of 6" above grade.

4. Stub-up connections: Extend conduits for connection to freestanding equipment with an adjustable top or coupling threaded inside for plugs, and set flush with finished floor.

5. Provide corrosion tape over any exposed threads connected at PVC to rigid adapters.

N. Installation of Condulets

1. Install Condulets with minimum of 24" of clearance in front of covers for access.

3.2 RACEWAY ROUTING:

A. Raceways shall be routed in the field unless otherwise indicated.

1. Conduit and fittings shall be installed, as required, for a complete system that has a neat appearance and is in compliance with all applicable codes.

2. Run in straight lines parallel to or at right angles to building lines.

3. Install raceways level and square and at proper elevations. Provide adequate headroom.

4. Do not route conduits:

a. Through areas of high ambient temperature or radiant heat.
b. In suspended concrete slabs.

5. Conduit shall not interfere with, or prevent access to, piping, valves, ductwork, or other equipment for operation, maintenance and repair.

6. Provide pull boxes or conduit bodies as needed so that there is a maximum of 270 degrees of bends or 3-90 degree bends in the conduit run or in long straight runs to limit pulling tensions.

7. Make changes in direction of conduit using elbows or fittings. Do not use pull boxes to make direction changes unless specifically designated otherwise.

8. Minimum 1" spacing required between all exposed conduits.

B. All rigid conduits within a structure shall be installed exposed except as follows:

1. As indicated on the Drawings.

2. Concealed above gypsum wall board or acoustical tile suspended ceilings.

3. Concealed within stud frame, poured concrete, concrete block and brick walls of an architecturally finished area.

4. Embedded in floor slabs or buried under floor serving equipment in non-architecturally finished areas that are not locate on or near a wall or column and the ceiling height is greater than 12 FT.

5. Embedded in floor slabs or buried under floor slabs where shown on the Drawings or with the Engineer's permission.

C. Maintain 1 IN minimum spacing between all parallel conduit and piping runs.

D. Conduits shall be installed to eliminate moisture pockets.

1. Where water cannot drain to openings, provide drain fittings in the low spots of the conduit run.

E. Conduit shall not be routed on the exterior of structures except as specifically indicated on the Drawings.

F. Where sufficient room exists within the housing of roof-mounted equipment, the conduit shall be stubbed up inside the housing.

G. Provide all required openings in walls, floors, and ceilings for conduit penetration.

1. Repair penetrations to existing condition or better.

H. Conduit embedded in columns and floor slabs or buried under slab-on-grade:

1. Run in the most direct, practical route.

2. Not to be installed under equipment pads unless approved by Engineer.

3. No crossovers unless approved by Engineer.

4. To be backfilled with concrete during the installation of the slab-on-grade or to be placed, backfilled, and compacted in the slab subgrade, as indicated on drawings.

5. Secured in place to prevent movement during the backfill and pour.

I. Conduits and accessories embedded in concrete where shown on the Drawings:

1. Shall not be considered to replace structurally the displaced concrete except as indicated in the following:

    a. Conduit and fittings shall not displace more than 4 percent of the area of the cross-section of a column on which stress is calculated or which is required for fire protection.

    b. Size and locate sleeves or conduits passing through floors, walls, or beams so as not to significantly impair the strength of the construction.

    c. Sleeves or conduits passing through floors, walls or beams may be considered as replacing the displaced concrete structurally in compression.

        i. Shall not be exposed to rusting or other deterioration.
        ii. Nominal inside diameter shall not exceed 2 IN.
        iii. Minimum spacing: 3 DIA OC.

2. Shall not be larger in outside diameter than one-third the thickness of the slab, column, or beam.

3. Shall have a minimum spacing of 3 DIA OC.

4. In reinforced concrete construction:

    a. Conduit shall not be run in beams.

    b. Place conduit after reinforcing steel has been laid.

    c. The reinforcement steel shall not be displaced by the conduit.

    d. Provide a minimum of 1-1/2 IN of cover over conduit, excluding surface finish.

    e. Conduits parallel to main reinforcement shall be run near the center of the wall.

    f. Conduits perpendicular to main reinforcement shall be run midway between wall or slab supports.

3.3 RACEWAY APPLICATIONS:

A. Permitted Raceway Types Per Area Designations (unless specifically indicated on Drawings):

1. Dry areas:

    a. RGS.
    b. RAC.

2. Wet areas:

a. RGS.
b. RAC.

3. Exterior & Corrosive areas (includes, but not limited to wastewater project sites): (unless specifically indicated on Drawings):

a. PVC-RGS.
b. PVC-RAC.
c. As Indicated on Drawings

4. Interior & Corrosive areas (includes, but not limited to chemical rooms): (unless specifically indicated on Drawings):

a. PVC-40.
b. PVC-80.
c. As indicated on drawings.

B. Permitted Raceway types per Routing Locations:

1. In stud framed walls:

a. EMT.

2. In concrete block or brick walls:

a. PVC-40.
b. EMT

3. Above acoustical tile ceilings:

a. EMT.
b. NEMA 1 rated Wireway.

4. Embedded in poured concrete walls and floors:

a. PVC-40
b. PVC-80
c. PVC-RGS or PVC-RAC when emerging from concrete into areas designated as exterior and corrosive.

5. Beneath floor slab-on grade:

a. PVC-40
b. PVC-80

6. Direct buried conduits and ductbanks:

a. PVC-40.
b. PVC-80.
c. 90 degree elbows for transition to above grade:

i. PVC-RGS.
ii. PVC-RAC

d. Long sweeping bends greater than 15 degrees.

i. PVC-RGS.
ii. PVC-RAC

7. Concrete encased ductbanks:

a. PVC-40.
b. PVC-80.
c. 90 degree elbows for transition to above grade:

i. PVC-RGS.
ii. PVC-RAC

d. Long sweeping bends greater than 15 degrees.

i. PVC-RGS.
ii. PVC-RAC

C. FLEX conduits shall be installed for connections to light fixtures, HVAC equipment and other similar devices above the ceilings.

1. The maximum length shall not exceed:

a. 6 FT
b. 3 FT FOR LIGHT FIXTURES

2. The minimum length shall be as follows:

a. 2ft for ½" thru 1"
b. 2ft 6" for 1-1/4" & 1-1/2"
c. 3ft for 2" & 2-1/2"
d. 4ft for 3" thru 4"

D. LFMC and LFNC conduits shall be installed as the final conduit connection to light fixtures, dry type transformers, motors, electrically operated valves, instrumentation primary elements, and other electrical equipment that is liable to vibrate.

1. The maximum length shall not exceed:

a. 6 FT
b. 3 FT FOR LIGHT FIXTURES AND INSTRUMENTS

2. The minimum length shall be as follows:

a. 2ft for ½" thru 1"
b. 2ft 6" for 1-1/4" & 1-1/2"
c. 3ft for 2" & 2-1/2"
d. 4ft for 3" thru 4"

E. NEMA 1 Rated Wireway:

1. Surface mounted in electrical rooms.

2. Surface mounted above removable ceilings tiles of an architecturally finished area.

F. NEMA 3R Wiring Trough:

1. Surface mounted in exterior, non-corrosive locations.

G. NEMA 4X Rated Wireway:

1. Surface mounted in areas designated as corrosive.

H. NEMA 12 Rated Wireway:

1. Surface mounted in areas designated as dry in architecturally and non-architecturally finished areas.

3.4 CONDUIT FITTINGS AND ACCESSORIES:

A. Conduit Seals:

1. Install in conduit systems located in hazardous areas as required by the NEC or as shown on Drawings.

B. Rigid non-metallic conduit and fittings shall be joined utilizing solvent cement.

1. Immediately after installation of conduit and fitting, the fitting or conduit shall be rotated ¼ turn to provide uniform contact.

C. Install Expansion Fittings:

1. Where conduits are exposed to the sun and conduit run is greater than 200 FT.

2. Elsewhere as identified on the Drawings.

D. Install Expansion/Deflection Fittings:

1. Where conduits enter a structure.

a. Except electrical manholes and handholes.
b. Except where the duct bank is tied to the structure with rebar.

2. Where conduits span structural expansion joints.
3. Elsewhere as identified on the Drawings.

E. Threaded connections shall be made wrench-tight.

1. Field cut threads shall be same length and amount as factory cut threads.

2. Make-up of threads inside fittings, boxes, & condulets shall be minimum half the amount of factory threads with no more than minimum amount of factory threads showing after make-up.

3. Running threads are NOT allowed.

F. Conduit joints shall be watertight:

1. Where subjected to possible submersion.
2. In areas classified as wet.
3. Underground.

G. Terminate Conduits:

1. In metallic outlet boxes:

a. RGS and RAC:

i. Conduit hub and locknut.
ii. Insulated bushing and two (2) locknuts.
iii. Use grounding type locknut or bushing when required by NEC.

b. EMT: Compression type connector and locknut.

2. In NEMA 1 rated enclosures:

a. RGS and RAC:

i. Conduit hub and locknut.
ii. Insulated bushing and two (2) locknuts.
iii. Use grounding type locknut or bushing when required by NEC.

b. EMT: Compression type connector and locknut Indoors

i. Raintight Compression type and locknut outdoors

3. In NEMA 12 rated enclosures:

a. Watertight, insulated and gasketed hub and locknut.
b. Use grounding type locknut or bushing when required by NEC.

4. In NEMA 3R, 4 and NEMA 4X rated enclosures:

a. Watertight, insulated and gasketed hub and locknut.

5. In NEMA 7 and NEMA 9 rated enclosures:

a. Into an integral threaded hub.

6. When stubbed up through the floor into floor mounted equipment:

a. With an insulated grounding bushing on metallic conduits.
b. With end bells on non-metallic conduits.

H. Threadless couplings shall only be used (with written engineer approval) to join new conduit to existing conduit when the existing conduit end is not threaded and it is not practical or possible to cut threads on the existing conduit with a pipe threader.

3.5 CONDUIT SUPPORT:

A. Permitted multi-conduit surface or trapeze type support system per area designations and conduit types:

1. Dry or wet and/ or hazardous areas:

a. Galvanized system consisting of: Galvanized steel channels and fittings, nuts and hardware and conduit straps.

b. Aluminum system consisting of: Aluminum channels, fittings and conduit clamps with stainless steel nuts and hardware.

c. Stainless steel system consisting of: Type 316 stainless steel channels and fittings, nuts and hardware and conduit straps.

2. Corrosive areas:

a. PVC coated steel system consisting of: PVC coated galvanized steel channels and fittings and conduit clamps with stainless steel nuts and hardware.

b. Stainless steel systems consisting of Type 316 stainless steel channels and fittings, nuts and hardware and conduit straps.

3. Conduit type shall be compatible with the support system material.

a. Galvanized steel system may be used with RGS and EMT.

b. Stainless steel system may be used with RGS, PVC-RGS and RAC.

c. PVC coated galvanized steel system may be used with PVC-RGS, RAC, PVC-40, and PVC-80.

d. Aluminum system may be used with RAC and PVC-RGS.

B. Permitted single conduit support fasteners per area designations and conduit types:

1. Architecturally finished areas:

a. Material: Zinc plated steel, or steel protected with zinc phosphate and oil finish.

b. Types of fasteners: Spring type hangers and clips, straps, hangers with bolts, clamps with bolts, and bolt on beam clamps.

c. Provide anti-rattle conduit supports when conduits are routed through metal studs.

2. Dry or wet and/or hazardous areas:

a. Material: Zinc plated steel, stainless steel and malleable iron.
b. Types of fasteners: Straps, hangers with bolts, clamps with bolts, and bolt on beam clamps.

3. Corrosive areas:

a. Material: Type 316 stainless steel or PVC coated malleable iron or steel. For indoor corrosive areas, non-metallic PVC straps may be used.

b. Types of fasteners: Straps, hangers with bolts, clamps with bolts, and bolt on beam clamps.

4. Conduit type shall be compatible with the support fastener material.

a. Zinc plated steel, steel protected with zinc phosphate and oil finish and malleable iron fasteners may be used with RGS and EMT.

b. Stainless steel system may be used with RGS, PVC-RGS, and RAC.

c. PVC coated fasteners may be used with PVC-RGS, RAC, PVC 40, and PVC-80.

d. Non-metallic fasteners may be used with PVC-40, and PVC-80.

C. Conduit Support General Requirements:

1. Maximum spacing between conduit supports per NEC and below.

a. Maximum 3 feet from each box or condulet connection and every 3 feet for PVC.

b. Maximum 3 feet from each box or condulet connection and every 10 feet for all rigid metal conduit.

c. Provide support within 2 feet of any direction change not utilizing a box or condulet.

2. Support conduit from the building structure.

3. Do not support conduit from process, gas, air, water piping or other conduits.

4. Provide hangers and brackets to limit the maximum uniform load on a single support to 25 LBS or to the maximum uniform load. Recommended by the manufacturer if the support is rated less than 25 LBS.

   a. Do not exceed the maximum concentrated load recommended by the manufacturer on any support.

   b. Conduit hangers:

      i. Continuous threaded rods combined with struts or conduit clamps: Do not use perforated strap hangers and iron bailing wire. (Threaded rod cannot be bent. Provide proper attachment to purlins, beams, or structure so that threaded rods hang vertical.)

      ii. Provide lock washers and double nuts at all connections to rod hangers.

   c. Do not use suspended ceiling support systems to support raceways.

   d. Hangers in metal roof decks:

      i. Utilize fender washers.
      ii. Not extend above top of ribs.
      iii. Not interfere with vapor barrier, insulation, or roofing.

5. Conduit support system fasteners:

   a. Use sleeve-type expansion anchors as fasteners in masonry wall construction.

   b. Do not use concrete nails and powder-driven fasteners.

3.6 OUTLET, PULL, AND JUNCTION BOX INSTALLATION:

A. General:

1. Install products in accordance with manufacturer's instructions.

2. Install approved thread grease on all plugs prior to installation.

3. Fill unused punched-out tapped, or threaded hub openings with insert plugs. Size boxes to accommodate quantity of conductors enclosed and quantity of conduits connected to the box.

   a. All 4 square boxes must be at least 2-1/8" deep
   b. All other boxes sized per NEC.

4. Install all boxes with a minimum of 24" clearance from cover for access of boxes.

B. Outlet Boxes:

1. Permitted uses of metallic outlet boxes:

a. Housing of wiring devices:

i. Recessed in all stud framed walls and ceilings.

- Boxes must be supported by 2 studs
- All boxes must be at least 2-1/8 IN deep

ii. Recessed in poured concrete, concrete block, and brick walls of architecturally finished areas and exterior building walls.

b. Pull or junction box:

i. Above gypsum wall board or acoustical tile ceilings.

- Boxes located above acoustical tile ceilings must be accessible without removing ceiling grid.

- All boxes must be at least 2-1/8" deep

ii. Above 10 FT in an architecturally finished area where there is no ceiling.

2. Permitted uses of cast outlet boxes:

a. Housing of wiring devices surface mounted in non-architecturally finished dry, wet, corrosive, and hazardous areas.

b. Pull and junction box surface mounted in non-architecturally finished dry, wet, and corrosive areas.

3. Permitted uses of non-metallic outlet boxes:

a. Housing of wiring devices surface mounted in non-architecturally finished corrosive areas.

b. Pull and junction boxes mounted in non-architecturally finished corrosive areas.

4. Mount devices outlet boxes where indicated on the Drawings and at the following heights: unless noted otherwise on the plans.

a. Light switch (to center): 48 IN.

b. Receptacle in architecturally finished areas (to center): 18 IN.

c. Receptacle on exterior wall of building (to center): 18 IN.

d. Receptacle in non-architecturally finished areas (to center): 24 IN.

e. Telephone outlet in architecturally finished areas (to center): 18 IN.

f. Telephone outlet for wall-mounted phone (to center): 54 IN.

g. Pushbutton or selector switch control station (to center): 48 IN.

h. Receptacles & switches installed over countertops to be 10 IN. above countertop.

5. Set device outlet boxes plumb and vertical to the floor.

6. Outlet boxes recessed in walls:

a. Install with appropriate stud wall support brackets or adjustable bar hangers so that they are flush with the face of the wall.

i. Boxes must be supported by 2 studs where possible.

b. Locate in cell of concrete block with bottom edge of box flush with bottom edge of block and flush with the face of the block.

7. Place barriers between switches in boxes with 277 V switches on opposite phases.

8. Back-to-back installations are not permitted.

9. When an outlet box is connected to a PVC coated conduit, the box shall also be PVC coated.

C. Pull and Junction Boxes:

1. Install pull or junction boxes in conduit runs where indicated or required to facilitate pulling of wires or making connections.

a. Make covers of boxes accessible. (2 feet clearance must be provided in front of all boxes)

2. Permitted uses of NEMA 1 enclosure:

a. Pull or junction box surface mounted above removable ceiling tiles of an architecturally finished area.

i. Boxes installed above removable ceiling tiles must be accessible without removing ceiling grid.

b. Pull or junction box surface in a non-architecturally finished area.

3. Permitted uses of NEMA 3R enclosure:

a. Pull or junction box surface mounted in dry and wet areas, unless stated otherwise in Drawings.

4. Permitted uses of NEMA 4X metallic enclosure:

a. Pull or junction box surface mounted in areas designated as wet and/or corrosive.

5. Permitted uses of NEMA 4X non-metallic enclosure:

a. Pull or junction box surface mounted in indoor areas designated as wet and/or corrosive where used with PVC-40 or PVC-80 conduit.

6. Permitted uses of NEMA 7 enclosure:

a. Pull or junction box surface mounted in Class I hazardous areas.

i. Provide PVC coating in corrosive areas when PVC-RGS or PVC-RAC conduit is used.

7. Permitted uses of NEMA 9 enclosure:

a. Pull or junction box surface mounted in Class II hazardous areas.

i. Provide PVC coating in corrosive areas when PVC-RGS or PVC-RAC conduit is used.

8. Permitted uses of NEMA 12 enclosure:

a. Pull or junction box surface mounted in areas designated as dry.

END OF SECTION

SECTION 16120

CONDUCTORS

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Conductors, together with all splices, connections, and identification, including pulling devices.

1.2 SUBMITTALS:

A. Submit manufacturer's data on all materials, under provisions of Section 01300 - *Submittals*.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:

1. Building wire, power and control cable:

a. Alphawire.
b. General Cable.
c. Okonite Company.
d. Southwire Company.

2. Instrumentation and Ethernet cable:

a. Alphawire.
b. Belden Inc.
c. General Cable.

3. Shielded 600 Volt VFD cable:

a. Belden Inc.
b. General Cable.
c. Okonite Company.
d. Priority Wire and Cable (Prysmian).
e. Southwire Company.

2.2 CONDUCTORS (600 VOLTS AND UNDER):

A. Type: Soft drawn, annealed copper, UL listed, rated at 600 volts, continuous without weld, splice or joint, uniform cross-section, free from flaws, scale and other imperfections; Okonite, Triangle, or Simplex.

1. For WWTP and Lift Station Projects, all conductors shall be Tin Plated Copper. Uncoated Copper will not be acceptable

2. All Cables shall be stranded unless approved by Engineer.

B. Insulation: Branch circuits shall have type THHN/THWN or XHHW insulation unless the type is specifically designated or specified. Service feeders shall be type THHN/THWN or XHHW. Feeder circuits shall be Type THHN/THWN or XHHW.

C. All conductors installed underground or in areas where exposed to damp or wet locations shall be rated THWN or XHHW.

D. Circuits Subjected to High Temperatures: Type XHHW 90 C conductors for wiring in proximity to boilers, and for motors and devices subject to high temperature because of high ambient temperature or convection or radiant heat.

2.3 INSTRUMENT CABLE:

A. Reference: UL 2250, UL 1277.

B. The assembly shall be rated 600 volts, 90° C.

C. The assembly shall be UL listed as sunlight resistant, for cable tray use, and shall meet the requirements for types CL2 and CL3 cable.

D. Conductor: No 16 AWG minimum, 7 strand, concentric-lay, uncoated copper.

E. Insulation: Polyvinyl chloride. Not less than 15 mils average thickness (13 mils minimum thickness), UL 62, Type TFFN.

F. Lay: Twisted pair or triad with 1-1/2 to 2-1/2 inch lay.

G. Shield: Each pair or triad and cable assemble shall have combination aluminum-polyester helically applied tape and 7 strand AWG minimum size, tinned copper drain wire, shield applied to achieve 100 percent cover over insulated conductor. Shield tape on pair and/or triad assemblies shall be applied in such a way as to give total shield isolation from all other pair or triad shields.

H. Cable assembly: Black flame retardant polyvinyl chloride, UL 1277 applied over tape wrapped cable core.

I. Conductor Identification: Single pair: One conductor black, one conductor white. Single triad: One conductor black, one conductor white, and one conductor red.

J. Factory Tests: Insulated conductors shall conform to the requirements of UL 62 for Type TFFN. Assembly jacket shall conform to the requirements of UL 1277. Cable shall meet the vertical-tray flame test requirements of UL 1277.

2.4 Ethernet Copper Cable and Connectors:

A. Data cable consisting of four twisted pairs of insulated copper conductors, Category 6 (TIA/EIA 568-C2-1) for high performance with 300 MHz channel

bandwidth and a maximum data rate of 4.8 Gb/s. Temperature Rating: 60 deg C.

1. Cable shall be waterproof

B. Wire Size:

1. 23 AWG copper, insulated, designed for low Insertion Loss (flow signal Attenuation) and meeting performance standards of TIA/EIA-568-C2-1.

2. Provide Bonded–Pair design.

C. Cable Insulation Material:

1. Plenum: 100% FEP for Bonded Pair.
2. Riser and LSZH: Polyolefin.

D. Jacket Material:

1. Industrial Ethernet Cable

a. Sunlight and Oil Resistant PVC Jacket

2. Plenum: LSPVC

3. Riser: PVC

4. Lszh: Low smoke, zero halogen polymer alloy.

5. Jacket printed at intervals indicating cable code, AWG, listings (NEC Code), verification, date, manufacturing traceability code.

E. Connectors: Provide RJ-45 modular connectors, unshielded metal housing, field installable, compatible for Category 6 cables.

F. Manufacturer: Belden (or approved equal)

2.5 JOINTS AND SPLICES:

A. Make splices in accessible junction boxes.

1. Splices in junction boxes, wireways, panels or in ground pull boxes on wire #2AWG or larger will not be acceptable without prior approval from engineer.

B. Stranded Copper Conductors: UL approved tin-plated, copper compression connectors, Thomas & Betts, Panduit, or Burndy. All connectors shall be of proper sizes to match conductor sizes. All compression connectors shall be applied with properly sized dies and tools. Split-bolt connectors are not acceptable.

C. Do not splice instrument cables. Instrument cables shall only be terminated at devices or on terminal blocks. Conductors may be terminated without compression connector on terminal blocks with appropriate mechanical type terminals. Conductors terminated at terminal blocks with screw terminals shall be terminated with insulated, tin-plated copper locking fork terminals.

D. Solid Copper Conductors: UL approved electrical spring connectors of "Scotchlock", Ideal, T&B, or approved equivalent. All connectors shall be of proper sizes to match conductor sizes. Split bolt connectors are not acceptable.

2.6 COLOR CODING:

A. Use standardized color-coding of conductors throughout. All color coding shall be continuous for the entire length of the conductors, and shall be permanent and readily distinguished after installation. In cases where they specified colors of insulated wire and cable are unavailable, such conductors shall be color-coded, as specified above, by means of Brady, or plastic tape at all pull boxes, support boxes, outlet boxes, panelboards, and other terminal and splicing points. Heat shrink sleeves for tight fit.

B. For No. 6 AWG and smaller conductors, color coding shall be provided by using conductors with continuous color imbedded in the insulation.

C. Neutral conductors shall be white (120V) or natural gray (277V). Grounding conductors shall be green or green with one or more yellow stripes.

D. Conductors shall be black, red, and white for phases 1, 2 and neutral respectively in the 240/120 volt system.

E. Phase conductors shall be brown, purple, yellow and gray for phases A, B, C, and neutral respectively in the 277/480 volt system.

F. Phase conductors shall be black, red, blue, and white for phases A, B, C, and neutral respectively in the 208 volt system.

G. Phase conductors shall be black, orange, and blue for phases A, B, and C respectively in the 120/240 volt, 3-phase, 4-wire system. Identify the “high leg” with orange.

PART 3 EXECUTION

3.1 CONTINUITY:

A. All conductors shall be continuous between points of termination.

B. Splices between points of termination are not acceptable unless specifically approved.

C. Splices in boxes permissible in 120-volt lighting and receptacle circuits only.

3.2 WIRE PULLING:

A. Provide suitable installation equipment for pulling conductors into raceways or conduits. Use ropes of polyethylene, nylon or other suitable material to pull in conductors. Attach pulling lines to conductors by means of woven basket grips or by pulling eyes attached directly to conductors. Grips and pulling eyes shall be Kellems or equivalent. All conductors to be installed in a single conduit shall be pulled in together. Pull no conductors into conduits until all work of a nature which may cause injury to conductors is completed. Use cable pulling compound where necessary.

1. Any wire pulled with equipment not designed for wire pulling will not be accepted.

B. Cable Lubricants: All cable lubricants shall be UL listed, and shall be certified by their manufacturer to be non-injurious to the insulation on which they are used.

3.3 WIRE INSTALLATION (600 VOLTS AND UNDER):

A. Feeders: Run all feeders their entire length in continuous pieces without joints or splices, insofar as practicable. Make joints in branch circuits only where circuits divide as shown on drawings. Such joints shall consist of one through circuit to which shall be spliced the tap circuit.

B. Sizes: No wire shall be smaller than No. 12 except for control circuits.

1. All 120V branch circuit home runs greater than 50ft to be min. #10AWG.

a. 50-100ft = #10AWG.
b. 101-200ft = #8AWG.
c. 201-300ft = #6AWG
d. Over 301ft requires engineer approval.

C. Joints and Splices: Only receptacle and lighting circuits will be allowed to be spliced. Make joints and splices in conductors only where necessary and only at outlet boxes and pull boxes. All joints shall be mechanically and electrically secure.

1. Ground wire must be bonded to j-box or outlet box at every splice point or device.

D. Wire and cable shall not be pulled tight against bushings nor pressed heavily against enclosures.

E. After wire and cable have been installed and connected, conduit ends shall be sealed with a non-hardening sealing compound (Duxseal or equal), forced into conduits to a minimum depth equal to the conduit diameter. This shall apply for all conduits, including spares, entering any structures or electrical enclosures from underground, or from wet/corrosive areas. Seal conduit at both ends of the conduit.

F. Ground the drain wire of shielded instrumentation cables at one (1) end only. Grounding location shall be at control panel), not at the field mounted instrument.

G. No more then 4 (120v) branch circuits (4 hots & 4 neutrals) allowed in one conduit unless specifically indicated on plans or with engineer approval)

H. Equipment grounding conductor min. #12 shall be installed in every raceway.

I. Provide separate neutral for each 120v branch circuit.

1. All neutrals must be identified for each branch circuit in panels and boxes. MUST BE LABELED WITH THE CIRUCIT NUMBER AT TERMINATION.

J. All branch circuits to be labeled at the termination.

3.4 CABLE IDENTIFICATION:

A. Identity Tags: Non-ferrous; stamped to clearly identify each circuit. Securely fasten tags to all cables, feeders and power circuits in pull boxes, lighting, power and distribution panelboards, motor control centers, control panels, etc.

1. Slip-on, PVC wire sleeves with legible, machine-printed markings.
2. Adhesive, snap-on, or adhesive type labels are not acceptable.
3. All Cable Terminations to identify To/From termination identification.

3.5 CONNECTIONS AND TERMINATIONS:

A. Cut conductor off square, trim insulation back the correct distance and prepare the conductor strands for termination as specified. Apply the proper lug or splice connector, making certain that the conductor strands are inserted full length of the barrel.

END OF SECTION

SECTION 16131

DEVICE, PULL AND JUNCTION BOXES

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Specifications for device, pull, and junction boxes.

1.2 REFERENCES:

A. American National Standards Institute/National Electrical Manufacturers Association (ANSI/NEMA).

1. FB1 - Fittings and Support for Conduits and Cable Assemblies
2. 250 - Enclosures for Electrical Equipment (1000 volts maximum)

B. American National Standards Institute/National Fire Protection Association (ANSI/NFPA), NFPA70 - National Electrical Code (NEC) - Article 370 - Outlet Device, Pull and Junction Boxes, Conduit Bodies and Fittings.

C. Underwriters Laboratories (UL):

1. 50 - Safety Cabinets and Boxes
2. 508 - Safety Industrial Control Equipment
3. 514B - Safety Fittings for Conduit and Outlet Boxes
4. 886 - Safety Outlet Boxes and Fittings for Use in Hazardous Areas

1.3 SUBMITTALS:

A. Submit all products covered under this specification for Engineer’s approval.

B. Manufacturer's cut sheets, catalog data

C. Instruction for handling and storage

1. Installation instructions
2. Dimensions and weights

D. Pack and crate boxes to permit ease of handling and to provide protection from damage during shipping, handling and storage.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

A. Cast Device Boxes

1. Appleton Electric Company
2. Crouse-Hinds, Division of Cooper Industries
3. Killark Electric Manufacturing Company

2.2 MATERIALS AND EQUIPMENT:

A. Device Boxes

1. Provide UL-approved boxes designed and manufactured to house electrical devices like receptacles and switches, and in conformance with NEMA FB1 and NEC Article 370.

2. Supply boxes that are hot-dip galvanized on cast iron suitable for corrosive and 0 wet atmosphere.

B. Hardware

1. Mounting Hardware: Stainless steel
2. Conduit Connectors: Watertight as manufactured by Myers Hubs, or equal.

PART 3 EXECUTION

3.1 PREPARATION:

A. Review the drawings and determine how many boxes of each kind are required and check if supplied quantity is sufficient.

3.2 INSTALLATION:

A. Boxes described in this specification shall be used both in dry and wet, corrosive areas, both inside and outside locations.

B. Install boxes in accordance with NEC Article 370 in locations indicated on the Drawings.

C. Install junction and pull boxes in readily accessible places to facilitate wire pulls, maintenance and repair.

D. Plug unused conduit openings.

E. Make conduit connections to sheet metal boxes with watertight conduit connectors.

F. All boxes shall have a minimum of 24" clearance for access.

END OF SECTION

SECTION 16140

WIRING DEVICES

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Suitable outlet boxes, with the wiring devices indicated, coverplates, etc. All shall be properly connected to conductors so as to be operable.

1.2 SUBMITTALS:

A. Submit manufacturer's data on all materials, under provisions of Section 01300.

PART 2 PRODUCTS

2.1 MATERIALS:

A. Acceptable Manufacturers: The catalog numbers listed herein are generally of Hubbell manufacture. Equivalent devices of Arrow-Hart, Pass and Seymour, or Leviton are acceptable.

B. Classification: All wiring devices shall be "Specification Grade", and shall be UL listed.

C. Colors: All devices shall have an ivory finish.

2.2 WALL SWITCHES:

A. Provide the following 120/277 volt switches or approved equal:

Device	Hubbell Catalog No.
Single pole wall switch	1221
Three-way wall switch	1223
Four-way wall switch	1224

2.3 RECEPTACLES:

A. Receptacle, 20-ampere, 125-volt, 2-pole, 3-wire grounding duplex: Hubbell No. 5362 or approved equal.

B. Receptacle, 20-ampere, 125-volt, 2-pole, 3-wire Grounding Duplex with Self-contained Ground Fault Circuit Interrupter: Hubbell No. GF 5362 (NEMA 5-20R) or approved equal.

C. Other receptacles as indicated on the drawings.

2.4 OTHER DEVICES:

A. Weatherproof Devices: Provide the specified device in FD box with a weatherproof cover that meets the requirements of NEC Article 406.8(B). Cover shall be cast metal equal to Intermatic, Incorporated. Simplex or duplex,

vertical or horizontal as indicated.

B. Provide stainless steel cover for surface mounted boxes unless specified on plans.

PART 3 EXECUTION

3.1 CIRCUIT IDENTIFICATION:

A. At each wiring device, install a label on the inside of the coverplate which shall identify the panel and circuit number to which the device is finally connected. The labels shall be made on the job with indentation-type Dynamo adhesive tape. Attach the label to the plate with contact cement or other suitable adhesive material. In lieu of a label, the panel and circuit number may be neatly marked on the inside of the coverplate with an indelible pencil.

3.2 MOUNTING HEIGHTS:

A. Where mounting heights are indicated on the drawings, the device shall be installed with the centerline of the device at the indicated height.

B. Unless otherwise noted on the drawings, or directed, install device at the following heights:

Device	Mounting Height
Light Switch	48"
Exposed receptacles	18"

C. All Devices Above Counter top shall be 10" to Center above Conter top.

END OF SECTION

SECTION 16165

DISCONNECT SWITCHES

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Specifications for disconnect switches including:

1. Fusible disconnect switches
2. Non-fusible disconnect switches
3. Circuit breaker type disconnect switches
4. Fuses
5. Circuit breakers

1.2 REFERENCES:

A. American National Standards Institute/National Electrical Manufacturers Association (ANSI/NEMA)

1. NEMA AB1: Molded Case Circuit Breakers
2. NEMA KS1: Enclosed Switches

B. Underwriters Laboratories (UL)

1. UL 98: Standard for safety enclosed switches and Dead Front Switches

2. UL 198C: High Interrupting Capacity Fuses, Current Limiting type

3. UL 198E: Class R Fuses

C. American National Standards Institute/National Fire Protection Association (ANSI/NFPA), NFPA No. 70 - National Electrical Code (NEC), Article 380 - Switches.

1.3 SUBMITTALS:

A. Submit all products covered under this specification for Engineer’s approval:

1. Manufacturer's cut sheets and catalog data
2. Switch internal arrangement
3. Breaker or fuse characteristic curves
4. Instructions for handling and storage
5. Installation instructions
6. Dimensions and weights

1.4 QUALITY ASSURANCE:

A. Items provided under this section shall be listed or labeled by UL or other Nationally Recognized Testing Laboratory (NRTL).

1. Term “NRTL” shall be defined in OSHA Regulation 1910.7.

2. Terms “listed” and “labeled” shall be defined in National Electrical Code, Article 100.

B. Single-Source Responsibility: Enclosed switches and circuit breakers shall be product of single manufacturer.

1.5 DELIVERY, STORAGE AND HANDLING:

A. Have disconnect switches packed and crated to permit ease of handling and to provide protection from damage during shipping, handling and storage.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

A. Disconnect Switches and Circuit Breakers:

1. Eaton/Cutler-Hammer
2. General Electric
3. Siemens
4. Square D Company

B. Fuses:

1. Bussman Division, Cooper Industries
2. Mersen
3. Littelfuse Incorporated

2.2 MATERIALS AND EQUIPMENT:

A. Disconnect Switches:

1. Characteristics: Horsepower rated, 300-volt, heavy-duty type with an interlocked door, positive quick-make, quick-break mechanism and visible blades.

2. Use switches and components designed, manufactured and tested in accordance with NEMA AB1, NEMA KS1, UL 98, and NEC Article 380.

3. Enclose switch in the enclosure type as stated on the drawings. If not stated on drawings, provide NEMA 12 type enclosure for indoor application and NEMA 3R type enclosure for outdoor applications except in corrosive areas. In corrosive areas, provide NEMA 4X (type 304 or 316 stainless steel).

4. Provide switches with provisions for padlocking the operating lever in OFF position and door in closed position.

5. Select switches having the number of poles and general size conforming to the Drawings.

6. Conform to fusible, non-fusible or circuit breaker type switch requirements as shown on Drawings or one-line diagrams.

7. Provide an auxiliary contact, shown on the Drawings.

8. Select fuses or circuit breakers with current interrupting duty as calculated for the points of switch application or as indicated on the Drawings or one-line diagrams.

9. Provide Interlocks on all disconnects for VFD fed Motors.

B. Fuses: Unless otherwise noted on Drawings, for fuses used in disconnect switches, provide the dual-element, time-delay type with the maximum interrupting rating of 200,000 amperes, conforming to the current NEC.

C. Circuit Breakers: When circuit breakers are used in disconnect switches, provide the thermal-magnetic type with current interruption ratings as required at the point of application.

D. Conduit Connectors: Watertight as manufactured by Myers Hubs, or equal.

PART 3 EXECUTION

3.1 PREPARATION:

A. Review the Drawings and verify the disconnect switches are correct for the applications.

B. Make sure that the correct fuses or breakers are being used regarding size and short circuit interrupting capability.

C. Prepare adhesive labels on the inside door of each switch indicating UL fuse class and size or breaker type and size for replacement.

3.2 INSTALLATION:

A. Install disconnect switches in accordance with manufacturer's written instructions and NEC Article 380.

B. Mount switches a maximum of 6'-6" (to top of cabinet) or minimum 4' above finished floor or grade.

C. Install switches level and plumb.

D. In wet and corrosive areas, including outdoor locations, install switches on spacers to provide a space of approximate 1/4-inch between the back of cabinet and the mounting surface.

E. In wet and corrosive areas, including outdoor locations, connect conduit to the bottom of enclosure and to the lower 30 percent of the sides using watetight connectors.

F. Provide minimum of 30"W x 36"D clearance for access.

G. Refer to section 16195 for labeling requirements.

1. All Switches must be labeled with Panel and Circuit Numbers

3.3 ADJUSTING:

A. Set field-adjustable enclosed switches and circuit breaker trip ranges as indicated.

3.4 CLEANING:

A. After completing system installation, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finish including chips, scratches, and abrasions.

END OF SECTION

SECTION 16190

SUPPORTING DEVICES

PART 1 GENERAL

1.1 RELATED DOCUMENTS:

A. Requirements of Division 16 "Basic Electrical Requirements" apply to this Section.

1.2 SECTION INCLUDES:

A. Conduit and equipment supports.

B. Anchors and fasteners.

C. Strut.

D. Fittings.

E. Hangers.

F. Hanger rod.

G. Brackets.

H. Cable ties.

I. Spring vibration isolators.

J. Concrete Equipment Pads.

1.3 SUBMITTALS:

A. Submit the following in accordance with Section 16000:

1. Provide strut by no more than two (2) manufacturers.

2. Hanger and support schedule showing manufacturer's figure number, size, spacing, features, and application for each required type of hanger, support, sleeve, seal, and fastener to be used.

3. Shop drawings indicating details of fabricated products and materials.

4. Submittals in this section shall also be signed by the Structural Engineer and/or System Building Manufacturers where applicable.

1.4 QUALITY ASSURANCE:

A. Comply with the following:

1. Electrical components shall be listed and labeled by UL, ETL, CSA, or other approved, nationally recognized testing and listing agency that provides third-party certification follow-up services.

2. Comply with Federal Specification W-C-582A, FF-B-575C and FS-S-760A(2).

PART 2 PRODUCTS

2.1 MANUFACTURERS:

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the Work include, but are not limited to, the following:

1. Slotted Metal Angle and U-Channel Systems:

a. Allied Tube & Conduit
b. American Electric
c. B-Line Systems, Inc.
d. GS Metals Corp.
e. Unistrut Corporation
f. Atkor Power-Strut

2. Hangers:

a. Erico/Caddy
b. Allied
c. American Electric
d. B-Line
e. GS Metals
f. Unistrut
g. Atkor Power-Strut

3. Brackets:

a. Erico
b. Bowers
c. Raco
d. Steel City

4. Vibration Isolators:

a. Amber/Booth
b. Dynasonic
c. Grinnell
d. Mason Industries

2.2 COATINGS:

A. Coating: Strut, fittings, hangers and hanger rod shall be ASTM A123 hot dip galvanized after fabrication. Hardware fasteners and clamps shall have ASTM B633 Type III SCI electroplated zinc coatings.

2.3 MANUFACTURED SUPPORTING DEVICES:

A. Raceway Supports: Clevis hangers, riser clamps, conduit straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring steel clamps. Purlin hangers shall mount to the vertical member of the purlin or as otherwise required by building manufacturer and/or structural engineer.

B. Fasteners: Types, materials, and construction features as follows:

1. Fasten hanger rods, conduit clamps, and outlet and junction boxes to building structure using beam clamps.

2. Use steel springhead type toggle bolts or hollow wall fasteners in hollow masonry, plaster, or gypsum board partitions and walls; expansion anchors or preset inserts in solid masonry walls; self-drilling anchors or expansion anchor on concrete surfaces; sheet metal screws in sheet metal studs; and wood screws in wood construction.

3. Fasteners for Damp or Wet Locations: Stainless steel screws and hardware.

4. Do not use powder-actuated anchors.

5. Do not drill structural steel members.

C. Cable Ties: Fungus-inert, self-extinguishing, one-piece, self-locking nylon cable ties, 0.18-inch minimum width, 50-lb minimum tensile strength, and suitable for a temperature range from minus 50 deg F to 350 deg F. Provide ties in specified colors when used for color coding.

1. Tie wraps installed outdoors on elevated storage tank or outdoor antenna installations shall be stainless steel.

D. Cable Supports for Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug for nonarmored electrical cables in riser conduits. Provide plugs with number and size of conductor gripping holes as required to suit individual risers. Construct body of malleable-iron casting with hot-dip galvanized finish.

E. U-Channel Systems (Strut): 12-gauge steel 1-5/8" x 1-5/8" minimum channels, with 9/16" x 1-1/8" maximum short slots at 2" on center maximum. Strut shall be cold formed per ASTM A570 GR33. Joints in strut system shall be made with 4 bolt accessories as a minimum. Conduit clamps to strut shall be bolt unistrut 1100, 1200, 1400 Series or equal.

F. Recessed Box Supports Brackets: Mount boxes with Erico/Caddy SGB Series, FBS Series or equal.

2.4 FIELD FABRICATED SUPPORTING DEVICES:

A. General: Shop or field-fabricated supports or manufactured supports assembled from U-channel components.

B. Steel Brackets: Fabricated of angles, channels, and other standard structural shapes. Connect with welds and machine bolts to form rigid supports.

C. Pipe Sleeves: Provide pipe sleeves of one of the following:

1. Sheet Metal: Fabricate from galvanized sheet metal; round tube closed with snaplock joint, welded spiral seams, or welded longitudinal joint. Fabricate sleeves from the following gage metal for sleeve diameter noted:

a. 3-inch and smaller: 20-gauge.
b. 4-inch to 6-inch: 16-gauge.
c. over 6-inch: 14-gauge.

2. Steel Pipe: Fabricate from Schedule 40 galvanized steel pipe.

D. All Thread Rod: Hot dip galvanized, 1/4" minimum.

2.5 VIBRATION ISOLATORS:

A. Hangers: Spring steel hangers shall be amber/booth BS Series or equal.

B. Pads: Provide ribbed neoprene pads amber/booth Type NR or equal.

PART 3 EXECUTION

3.1 GENERAL:

A. Install supporting devices to fasten electric components securely and permanently in accordance with NEC, NECA and manufacturers requirements.

B. Fastening: Unless otherwise indicated, fasten electrical items and their supporting hardware securely to the building structure, including but not limited to conduits, raceways, cables, cable trays, busways, cabinets, panelboards, transformers, boxes, disconnect switches, and control components in accordance with the following:

1. Fasten by means of wood screws or screw-type nails on wood, toggle bolts on hollow masonry units, concrete inserts or expansion bolts on concrete or solid masonry, and machine screws, welded threaded studs, or spring-tension clamps on steel. Do not weld conduit, pipe straps, or items other than threaded studs to steel structures. In partitions of light steel construction, use sheet metal screws.

2. Holes cut to depth of more than 1-1/2 inches in reinforced concrete beams or to depth of more than 3/4 inch in concrete shall not cut the main reinforcing bars. Fill holes that are not used.

3. Ensure that the load applied to any fastener does not exceed 25 percent of the proof test load. Use vibration and shock resistant fasteners for attachments to concrete slabs.

C. Exclusions:

1. Do not fasten supports to ceiling system, pipes, ducts, mechanical equipment and conduit.

2. Tie wires and perforated pipe straps shall not be used for securing conduits.

3. Do not support loads from the bottom chord member of trusses or open web steel joists.

4. Do not attach conduit to ceiling support wires or ceiling tees.

5. Do not use powder-actuated anchors unless indicated by Architect or Structural Engineer.

6. Do not drill or cut structural members unless directed by Architect or Structural Engineer.

D. Touch up all scratches or cuts on steel components with an approval zinc chromate or a 90 percent zinc paint. Use PVC compound on PVC coated components.

3.2 CONDUIT, RACEWAYS AND SLEEVES:

A. Fabricate supports form structural steel or steel channel. Rigidly weld members or use hexagon head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nut unless otherwise noted.

B. Strength of each support shall be adequate to carry present and future load multiplied by a safety factor of at least four.

C. Install individual and multiple raceway hangers and riser clamps as necessary to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assembly and for securing hanger rods and conduits.

D. Support parallel runs of horizontal raceways together on trapeze-type hangers. Where conduit is of different sizes, use the same trapeze hanger space supports for the smallest size conduit on the rack.

E. Support individual horizontal raceways by separate pipe hangers. Spring steel fasteners may be used in lieu of hangers only for 1-inch and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings only. For hanger rods with spring steel fasteners, use ¼-inch diameter or larger threaded steel. Use spring steel fasteners that are specifically designed for supporting single conduits or tubing.

F. Branch circuit raceways which are 1-inch or smaller may be attached to wall studs by use manufactured clips.

G. Space supports for raceways in accordance with NEC.

H. In vertical runs, arrange support so the load produced by the weight of the raceway and the enclosed conductors is carried entirely by the conduit supports with no weight load on raceway terminals.

I. Sleeves: Install in concrete slabs and walls and all other fire-rated floors and walls for raceways and cable installations. For sleeves through fire-rated wall or floor construction, apply UL-listed firestopping sealant in gaps between sleeves and enclosed conduits and cables.

3.3 BOXES AND WIRING DEVICES:

A. Structural Mounting: They shall be rigidly supported from a structural member of the building either directly or by using a metal or wood brace. Support wires that do not provide rigid support shall not be permitted as the sole support.

B. Outlet or junction boxes in exposed or concealed ceilings, all thread rod, manufactured brackets shall be mounted to building structure, strut suspended from building structure.

C. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.

D. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches of box.

E. Use stamped steel bridges to fasten flush mounting outlet box between studs.

F. Metal braces shall be protected against corrosion and formed from metal not less than .020 inch (508 micrometers) thick uncoated.

G. Use adjustable steel channel fasteners for hung ceiling outlet box.

H. Do not fasten boxes to ceiling support wires or tees.

3.4 CABLE TRAYS:

A. Cable tray shall be supported with strut, all thread rod and beam clamps.

3.5 WIRES AND CABLES:

A. Vertical Conductor Supports: Install simultaneously with installation of conductors.

3.6 BUSWAY:

A. Provide hangers and supports as require at intervals required by busway manufacturer.

3.7 LIGHTING FIXTURES:

A. Provide supports as required by specified Light Fixture manufacture requirements.

3.8 INDOOR AND OUTDOOR WALL MOUNTED EQUIPMENT:

A. This shall include but not be limited to cabinets, enclosures, disconnect switches, panelboards, motor controllers, VFD's, small transfer switches and wireways.

B. All cabinets and panelboards shall be wall mounted unless otherwise indicated.

C. Install surface-mounted cabinets and panelboards with minimum of four anchors.

D. In wet and damp locations use steel channel supports to stand cabinets and panelboard one inch off wall.

E. Use sheet metal channel to bridge studs above and below cabinets and panelboards recessed in hollow partitions.

3.9 INDOOR FLOOR MOUNTED EQUIPMENT:

A. This shall include but not be limited to switchboards, dry type transformers and large transfer switches.

B. Free standing equipment shall be installed on concrete pads unless noted otherwise.

C. Concrete pads shall be 3" tall and be 2" wider than equipment on all 4 sides.

D. Concrete shall be 3500 PSI, 28 day compressive strength.

E. Concrete, forms and reinforcing shall be in accordance with Division 3.

F. Floor mounted transformers shall also be provided with neoprene vibration isolation pads.

3.10 INDOOR SUSPENDED EQUIPMENT:

A. Equipment to be suspended shall be supported with strut, with all thread rod and beam clamps.

B. Transformers shall also have spring steel hanger vibration isolators.

3.11 INDOOR AND OUTDOOR RACK OR PEDESTAL MOUNTED EQUIPMENT:

A. Equipment shall be rack or pedestal mounted only where indicated or required by installation.

B. Mount on strut bolted to concrete or anchored with concrete base when located outside.

3.12 OUTDOOR PAD MOUNTED EQUIPMENT:

A. This shall include but not be limited to distribution transformers, switchgear, switchboards, dry type transformers, motor control centers and other electrical equipment.

B. Concrete pads shall have a footprint 12" larger than equipment on all sides minimum or per plans.

C. Concrete pads shall be 6" thick with 24" deep by 12" wide grade beams on all sides or per plans.

D. Concrete shall be 3500 PSI, 28 day compressive strength.

E. Concrete, forms and reinforcing shall be in accordance with Division 3

END OF SECTION

SECTION 16195

ELECTRICAL IDENTIFICATION

PART 1 GENERAL

1.1 SUMMARY:

A. Section Includes:

1. Identification of electrical materials, equipment, and installations.

1.2 SUBMITTALS:

A. Submit all products covered under this specification for Engineer’s approval.

B. Product Data:

1. Submit for each type of product specified.

C. Samples:

1. Submit for each color, lettering style, and or graphic representation required for identification materials, samples of labels and signs.

D. Miscellaneous:

1. Schedule of identification nomenclature to be used for identification signs and labels.

1.3 QUALITY ASSURANCE:

A. Regulatory Requirements:

1. National Electrical Code: Components and installation shall comply with NFPA 70.

B. Comply with ANSI C2.

PART 2 PRODUCTS

2.1 RACEWAY AND CABLE LABELS:

A. Manufacturer's Standard Products:

1. Where more than one type is listed for specified application, selection is Installer's option, but provide single type for each application category. Use colors prescribed by ANSI A13.1, NFPA 70, or as specified elsewhere.

B. Conform to ANSI A13.1, Table 3, for minimum size of letters for legend and minimum length of color field for each raceway or cable size.

1. Color: Black legend on orange field.
2. Legend: Indicates voltage.

C. Adhesive Labels:

1. Preprinted, flexible, self-adhesive vinyl. Legend is over-laminated with clear, wear and chemical resistant coating.

D. Pre-tensioned, Wraparound Plastic Sleeves:

1. Flexible, preprinted, color-coded, acrylic bands sized to suit diameter of line it identifies and arranged to stay in place by pre-tensioned gripping action when placed in position.

E. Colored Adhesive Tape:

1. Self-adhesive vinyl tape not less than 3-mils thick by 1 to 2-in. wide (0.08-mm thick by 25 to 51-mm wide).

F. Underground Line Warning Tape:

1. Permanent, bright-colored, continuous printed, vinyl tape with following features:

a. Size: Not less than 6-in. wide by 4-mils thick (152-mm wide by 0.102-mm thick).
b. Compounded for permanent direct burial service.
c. Embedded continuous metallic strip or core.
d. Printed Legend: Indicates type of underground line.

G. Tape Markers:

1. Vinyl or vinyl cloth, self-adhesive, wraparound type with preprinted numbers and letters.

H. Aluminum, Wraparound Marker Bands:

1. Bands cut from 0.014-in. (0.4-mm) thick aluminum sheet, with stamped or embossed legend, and fitted with slots or ears for permanently securing around wire or cable jacket or around groups of conductors.

I. Plasticized Card Stock Tags:

J. Vinyl cloth with preprinted and field printed legends. Orange background, except as otherwise indicated, with eyelet for fastener.

K. Aluminum Faced Card Stock Tags:

1. Wear resistant, 18-point minimum card stock faced on both sides with embossable aluminum sheet, 0.002-in. (0.05-mm) thick, laminated with moisture resistant acrylic adhesive, and punched for fastener. Preprinted legends suit each application.

L. Brass or Aluminum Tags:

1. Metal tags with stamped legend, punched for fastener. Dimensions: 2 by 2-in. (51 by 51-mm) by 0.05-in. (1.3-mm).

2.2 ENGRAVED NAMEPLATES AND SIGNS:

A. Manufacturer's Standard Products:

1. Where more than one type is listed for specified application, selection is Installer's option, but provide single type for each application category. Use colors prescribed by ANSI A13.1, NFPA 70, or as specified elsewhere.

B. Engraving stock, melamine plastic laminate, 1/16-in. (1.6-mm) minimum thick for signs up to 20-sq. in. (129-sq. cm), 1/8-in. (3.2-mm) thick for larger sizes.

1. Engraved Legend: Black letters on white face.
2. Punched for mechanical fasteners.

C. Baked Enamel Signs for Interior Use:

1. Preprinted aluminum signs, punched for fasteners, with colors, legend, and size as indicated or as otherwise required for application. 1/4-in. (6.4-mm) grommets in corners for mounting.

D. Exterior, Metal Backed, Butyrate Signs:

1. Wear resistant, non-fading, preprinted, cellulose acetate butyrate signs with 0.0396-in. (1-mm), galvanized steel backing, with colors, legend, and size appropriate to application. 1/4-in. (6.4-mm) grommets in corners for mounting.

E. Fasteners for Plastic Laminated and Metal Signs:

1. Self-tapping stainless steel screws or No. 10/32 stainless steel machine screws, with nuts, flat washers and lock washers.

2.3 MISCELLANEOUS IDENTIFICATION PRODUCTS:

A. Cable Ties:

1. Fungus inert, self-extinguishing, 1 piece, self-locking, Type 6/6 nylon cable ties with following features:

a. Minimum Width: 3/16-in. (5-mm).
b. Tensile Strength: 50-lb (22.3 kg) minimum.
c. Temperature Range: Minus 40 to 185°F (Minus 4 to 85°C).
d. Color: As indicated where used for color-coding.

B. Paint:

1. Alkyd-urethane enamel. Primer as recommended by enamel manufacturer.

PART 3 EXECUTION

3.1 INSTALLATION:

A. Install identification devices according to manufacturer's written instructions.

B. Install labels where indicated and at locations for best convenience of viewing without interference with operation and maintenance of equipment.

C. Lettering, Colors, and Graphics:

1. Coordinate names, abbreviations, colors, and or designations used for electrical identification with corresponding designations used in Contract Documents or required by codes and standards. Use consistent designations throughout Project.

D. Sequence of Work:

1. Where identification is to be applied to surfaces that require finish, install identification after completion of finish work.

E. Self Adhesive Identification Products:

1. Clean surfaces of dust, loose material, and oily films before applying.

F. Identify feeders over 600 V with "DANGER HIGH VOLTAGE" in black letters 2-in. (51-mm) high, stenciled with paint at 10-ft (3-m) intervals over continuous, painted orange background. Identify following:

1. Entire floor area directly above conduits running beneath and within 12-in. (305-mm) of basement or ground floor that is in contact with earth or is framed above unexcavated space.

2. Wall surfaces directly external to conduits concealed within wall.

3. All accessible surfaces of concrete envelope around conduits in vertical shafts, exposed in building, or concealed above suspended ceilings.

4. Entire surface of exposed conduits.

G. Install painted identification as follows:

1. Clean surfaces of dust, loose material, and oily films before painting.

2. Prime Surfaces:

a. For galvanized metal, use single component, acrylic vehicle coating formulated for galvanized surfaces. For concrete masonry units, use heavy duty, acrylic resin block filler. For concrete surfaces, use clear, alkali resistant, alkyd binder type sealer.

3. Apply one intermediate and one finish coat of silicone alkyd enamel.

4. Apply primer and finish materials according to manufacturer's instructions.

H. Identify Raceways and Exposed Cables of Certain Systems with Color Banding:

1. Band exposed and accessible raceways of systems listed below for identification.

a. Bands: Pre-tensioned, snap around, colored plastic sleeves; colored adhesive tape; or combination of both. Make each color band 2-in. (51-mm) wide, completely encircling conduit, and place adjacent bands of 2 color markings in contact, side by side.

b. Locate bands at changes in direction, at penetrations of walls and floors, at 50-ft (15 m) maximum intervals in straight runs, and at 25-ft (7.6 m) in congested areas.

c. Colors: As follows:

i. Fire Alarm System: Red.

ii. Fire Suppression Supervisory and Control System: Red and yellow.

iii. Combined Fire Alarm and Security System: Red and blue.

iv. Security System: Blue and yellow.

v. Mechanical and Electrical Supervisory System: Green and blue.

vi. Telecommunications System: Green and yellow.

I. Install Caution Signs for Enclosures Over 600 V:

1. Use pressure sensitive, self-adhesive label indicating system voltage in black, preprinted on orange field. Install on exterior of door or cover.

J. Install Circuit Identification Labels on Boxes:

1. Label externally as follows:

a. Exposed Boxes: Pressure sensitive, self-adhesive plastic label on cover.

b. Concealed Boxes: Plasticized card stock tags.

c. Labeling Legend: Permanent, waterproof listing of panel and circuit number or equivalent.

K. Identify Paths of Underground Electrical Lines:

1. During trench backfilling, for exterior underground power, control, signal, and communications lines, install continuous underground plastic line marker located directly above line at 6 to 8-in. (150 to 200-mm) below finished grade. Where multiple lines installed in common trench or concrete envelope do not exceed an overall width of 16-in. (400-mm), use single line marker.

Install line marker for underground wiring, both direct buried and in raceway.

L. Color Code Conductors:

1. Secondary service, feeder, and branch circuit conductors throughout secondary electrical system.

a. Field applied, color coding methods may be used in lieu of factory coded wire for sizes larger than No. 10 AWG.

i. Colored, pressure sensitive plastic tape in half-lapped turns for distance of 6-in. (150-mm) from terminal points and in boxes where splices or taps are made. Apply last 2 turns of tape with no tension to prevent possible unwinding. Use 1-in. (25-mm) wide tape in colors as specified. Adjust tape bands to avoid obscuring cable identification markings.

2. Colored cable ties applied in groups of 3 ties of specified color to each wire at each terminal or splice point starting 3-in. (76-mm) from terminal and spaced 3-in. (76-mm) apart. Apply with special tool or pliers, tighten to snug fit, and cut off excess length.

System Voltage	A	B	C	Neutral
120/240 Volt 1Ph/3w	Black	Red		White
120/208 Volt 3Ph/4w	Black	Red	Blue	White
277/480 Volt 3Ph/4w	Brown	Purple	Yellow	Gray
Ground				Green

3. On a 4-wire, delta-connected system where the midpoint of one phase winding is grounded, only the conductor or busbar having the higher phase voltage to ground shall be durably and permanently marked by an outer finish that is orange in color or by other effective means. Such identification shall be placed at each point on the system where a connection is made if the grounded conductor is also present.

M. Power Circuit Identification:

1. Use metal tags or aluminum wraparound marker bands for cables, feeders, and power circuits in vaults, pull boxes, junction boxes, manholes, and switchboard rooms.

   a. Legend: ¼-in. (6.4-mm) steel letter and number stamping or embossing with legend corresponding to indicated circuit designations.

   b. Fasten tags with nylon cable ties; fasten bands using integral ears.

N. Apply identification to conductors as follows:

1. Conductors to Be Extended in Future: Indicate source and circuit numbers.

2. Multiple Power or Lighting Circuits in Same Enclosure: Identify each conductor with source, voltage, circuit number, and phase. Use color coding for voltage and phase indication of secondary circuit.

3. Multiple Control and Communications Circuits in Same Enclosure: Identify each conductor by its system and circuit designation. Use consistent system of tags, color-coding, or cable marking tape.

4. Branch circuit neutral conductors shall be labeled in each location (panel, j-box, condulets, control panel, ect.) to indicate which circuit it is for.

5. All branch circuits to be identified at source and final termination points as well as any junction boxes that contain multiple circuits where it is spliced.

O. Apply warning, caution, and instruction signs and stencils as follows:

1. Install warning, caution, and instruction signs where indicated or required to ensure safe operation and maintenance of electrical systems and of items to which they connect. Install engraved plastic laminated instruction signs with approved legend where instructions or explanations are needed for system or equipment operation. Install butyrate signs with metal backing for outdoor items.

2. Emergency Operating Signs:

   a. Install engraved laminate signs with white legend on red background with minimum 3/8-in. (9-mm) high lettering for emergency instructions on power transfer, load shedding, and or emergency operations.

P. Install identification as follows:

1. Apply equipment identification labels of engraved plastic laminate on each major unit of equipment, including central or master unit of each system. This includes communication, signal, and alarm systems, unless units are specified with their own self-explanatory identification. Except as otherwise indicated, provide single line of text with ½-in. (13-mm) high lettering on 1-1/2-in. (38-mm) high label; where 2 lines of text are required, use lettering 2-in. (51-mm) high. Use white lettering on black field. Apply labels for each unit of following categories of equipment:

    a. Panelboards, electrical cabinets, and enclosures.
    b. Access doors and panels for concealed electrical items.
    c. Electrical switchgear and switchboards.
    d. Electrical substations.
    e. Motor control centers.
    f. Motor starters.
    g. Push button stations.
    h. Power transfer equipment.
    i. Contactors.
    j. Remote controlled switches.
    k. Dimmers.
    l. Control devices.
    m. Transformers.
    n. Inverters.
    o. Rectifiers.
    p. Frequency converters.
    q. Battery racks.
    r. Power generating units.
    s. Telephone switching equipment.
    t. Clock/program master equipment.
    u. Call system master station.
    v. TV/audio monitoring master station.
    w. Fire alarm master station or control panel.
    x. Security monitoring master station or control panel.

2. Apply designation labels of engraved plastic laminate for disconnect switches, breakers, push buttons, pilot lights, motor control centers, and similar items for power distribution and control components above, except panelboards and alarm/signal components where labeling is specified elsewhere. For panelboards, provide framed, typed circuit schedules with explicit description and identification of items controlled by each individual breaker.

3. All switchboards and panelboards shall have engraved label with panel designation, type of system, and where it is fed from example below.

    "PB-MCB"
    3 phase 4 wire
    Fed from MSB

4. All switchboards and panelboards shall have engraved label identifying color code of each system. Examples below.

120/240V SYSTEM	277/480V SYSTEM
PHASE A BLACK	PHASE A BROWN
PHASE B RED	PHASE B PURPLE
PHASE C BLUE	PHASE C YELLOW
NEUTRAL WHITE	NEUTRAL GRAY

5. All disconnects and Control panels shall have engraved label with panel and circuit number of feed. example below.

   LP-MCB-33,35,37

6. All transformers shall have engraved label with designation, panel and circuit number of feed. Example below.

   Trans. LP-MCB
   FED FROM MCC-A

7. All j-boxes over 6"x6"with multiple circuits shall have an engraved red with white lettering label with "CAUTION: MULTIPLE CIRCUITS PRESENT"

END OF SECTION

SECTION 16450

GROUNDING

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Grounding systems as specified and in accordance with the National Electrical Code.

1.2 SUBMITTALS:

A. Submit manufacturer's data on all products, under provisions of Section 01300.

1.3 QUALITY ASSURANCE:

A. Comply with applicable sections of Article 250 of the NEC and local amendments.

B. Provide products specified in the Section that are listed and labeled by a nationally recognized testing laboratory.

C. Install products that comply with UL 467, "Grounding and Bonding Equipment."

PART 2 PRODUCTS

2.1 GROUNDING AND BONDING PRODUCTS:

A. Install types indicated and of sizes and ratings to comply with NEC. Where types, sizes, ratings, and quantities indicated are in excess of NEC requirements, the more stringent requirements and the greater size, rating, and quantity indications shall govern.

B. Conductor Material: Copper.

2.2 WIRE AND CABLE CONDUCTORS:

A. Equipment Grounding Conductor: Bare or green insulated. Minimum size No. 12 AWG.

1. Must be installed in every conduit

B. Grounding Electrode Conductor: Class B, concentric stranded.

1. Bare Copper conductors: Conform to the following:

a. Solid Conductors: ASTM B-3.
b. Stranded Conductors: ASTM B-8.
c. Tinned Conductors: ASTM B-33.

2.3 MISCELLANEOUS CONDUCTORS:

A. Ground Bus: Bare annealed copper bars of rectangular cross section.

B. Braided Bonding Jumpers: Copper tape, braided No. 30 gage bare copper wire, terminated with copper ferrules.

C. Bonding Strap Conductor/Connectors: Soft copper, 0.05 inch thick and 2 inches wide, except as indicated.

2.4 CONNECTOR PRODUCTS:

A. Listed and labeled as grounding connectors for the materials used.

B. Connector Material: Copper or bronze.

C. Pressure Connectors: High conductivity plated units.

D. Bolted Clamps: Heavy duty units listed for the application.

E. Exothermic Welded Connections: Provided in kit form and selected for the specific types, sized, and combinations of conductors and other items to be connected.

2.5 GROUNDING ELECTRODES:

A. Copper clad steel ¾" x 10' with high-strength steel core and electrolytic-grade copper outer sheath, molten welded to core.

PART 3 EXECUTION

3.1 SERVICE AND EQUIPMENT GROUNDING:

A. Provide adequate and permanent service neutral and equipment grounding in accordance with the National Electrical Code, and subject to the following additional requirements.

B. Connect the service ground and equipment ground to a common point within the metallic enclosure containing the main service disconnecting means. From the common point of connection of the service ground and equipment ground, run in conduit a combined service and equipment grounding conductor without joints or splices to the grounding grid as shown. Grounding grid shall be constructed of 10 feet long by ¾ inch diameter copperclad steel ground rods with buried grounding conductors as indicated on the drawings.

C. Size grounding conductors in accordance with National Electrical Code Tables 250.66 and 250.122 or as indicated.

D. The building structural steel frame shall be grounded to the building service grounding electrode, using the conductor size specified in National Electrical Code Section 250.66.

E. Provide additional connections as may be required by the local authority.

3.2 GROUNDING RACEWAYS:

A. Assure the electrical continuity of all metallic raceways systems, pulling up all conduits and/or locknuts wrench tight. Where expansion joints or telescoping joints occur, provide bonding jumpers. Where flexible conduit is employed, provide a green-insulated grounding jumper installed in the flexible conduit. Install a separate green-insulated conductor in each conduit.

B. Provide grounding bushings on all service and feeder raceways terminating within switchboards, motor control centers, panel boards, cabinets, and all other enclosures. Provide grounding conductors from such bushings to the frame of the enclosure and to the ground bus or equipment grounding strap. Size grounding conductors in accordance with NEC Table 250.122. or as indicated on plans.

3.3 EQUIPMENT GROUNDING CONDUCTORS:

A. Provide a separate, green-insulated copper grounding conductor, with insulation of the same rating as phase conductors, for each feeder and for each branch circuit indicated. Install the grounding conductor in the same raceway with the related phase and neutral conductors, Where paralleled conductors in separate raceways occur, provide a grounding conductor in each raceway. Connect all grounding conductors to bare grounding bars in panel boards, and to ground buses in service equipment to the end that there will be an uninterrupted grounding circuit from the point of a ground fault back to the point of connection of the equipment ground and system neutral. Size all of these grounding conductors per NEC Table 250.122. or as indicated on plans.

1. All Equipment Grounding Conductors shall be bonded at all enclosures and equipment as well as all junction boxes where conductors are spliced.

3.4 UNDERGROUND CONNECTIONS:

A. All underground connections shall be made using exothermic weld connections.

3.5 GROUNDING DRY-TYPE TRANSFORMERS:

A. Ground the secondary neutral point and the housing of each dry-type transformer. Connect these items together within the transformer housing and run a common grounding conductor from their point of connection to a point of grounding. The grounding electrode shall be in order of preference:

1. The nearest available effectively grounded structural metal member of the building; or

2. Other electrodes as specified in National Electrical Code Section 250.30 where the above described electrodes are not available.

END OF SECTION

SECTION 16481

MOTOR CONTROL CENTERS

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. SCOPE: This section specifies 600-volt motor control centers (MCC) including all devices.

1.2 GENERAL:

A. Provide motor control centers in accordance with the one-line diagrams and schematics included with the Contract Documents.

B. The motor control centers shall be a coordinated assembly providing a single line-up for each motor control center, as indicated on the drawings.

C. In all cases where it is physically possible, all indicating lights, control switches, pushbuttons, and other devices (with the possible exception of the disconnecting means exterior handle) located on the exterior of a starter or VFD door shall not exceed 5'-6" above the base of the motor control center. Submit drawings to verify this requirement is being met. No exceptions will be allowed. If equipment is supplied that does not meet this requirement, equipment shall be field modified as required to meet this requirement, up to and including complete replacement of the equipment.

D. The drawings and specifications are complementary. What is shown on one is binding whether shown or specified in the other or not. Failure to check both the drawings and the specifications will not be grounds for a change order if additional equipment or material is required to be provided by the Contractor after the Engineer reviews, or deficiencies are identified during testing, either in the Factory or the field.

1.3 REFERENCES:

A. NFPA 70 - National Electrical Code

B. ANSI C84.1 - Electric Power Systems and Equipment - Voltage Ratings (60Hz.)

C. UL 50 - Cabinets and Boxes.

D. UL 508 - UL Standard for Safety for Industrial Control Equipment.

E. UL508C - UL Standard for Safety for Power Conversion Equipment.

F. UL 845– UL Standard for Safety for Motor Control Centers.

G. NEMA ABI - Molded Case Circuit Breakers and Molded Case Switches.

H. NEMA ICS 1 - Industrial Control and Systems General Requirements.

I. NEMA ICS 2.3 - Instruction for Handling, Operation and Maintenance of Motor Control Centers.

J. NEMA ICS 18 - Motor Control Centers.

K. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

1.4 QUALITY ASSURANCE:

A. The drawings indicate maximum dimensions for MCCs, including clearance between MCC and adjacent surfaces and equipment, based on the types and models indicated. MCCs of other manufacturers having equal performance characteristics and complying with the indicated maximum dimensions may be considered.

B. Inspect the MCC upon receipt for damage, defects, and conformance to approved drawings. Shipping damage shall be reported to the shipper and the manufacturer prior to acceptance by the Contractor. Damage or discrepancies shall be the responsibility of the Contractor.

C. The MCC and all equipment shall be manufactured by one supplier in an ISO 9001 certified facility.

D. Quality Assurance documentation shall be submitted with shipment of the equipment to verify successful completion of the above tests.

1.5 UNDERWRITERS LABORATORIES, INC., APPROVAL:

A. The complete motor control center shall be listed and labeled by the Underwriters Laboratories, Inc., (UL).

1.6 SUBMITTALS:

A. Submit the following:

1. Dimensions and weight and overall anchoring points.

2. Installation instructions.

3. Manufacturer's data on all components.

4. Front elevation including dimensions for the MCC front view, top and bottom conduit entry locations.

5. Electrical one-line and three-line diagrams including all devices and their current ratings.

6. Unit schedule for each MCC which shall include starter or drive output horsepower or electrical load rating, disconnect ratings, and nameplate legends for each starter, circuit breaker, AC drive controller or any other starter or bucket.

7. Ratings, including short-time and short circuit ratings, and horizontal and vertical bus ampacities.

8. Elementary, connection, and interconnection diagrams for all equipment furnished. Elementary wiring diagrams shall included all power and control components, and documentation of any non-default settings programmed at the factory.

9. Time-current curves for all protection devices.

10. Manufacturer's certification that the following items are capable of withstanding the specified short circuit condition:

    a. Bus bar bracing.
    b. Feeder tap units.
    c. Starts units.

B. Each MCC shall be identified as indicated on the drawings. Each schematic shall be identified for the specific piece of equipment being served.

1.7 DELIVERY STORAGE, AND HANDLING

A. Deliver MCC's in shipping splits in lengths that will facilitate installation and not require special equipment for handling.

B. Store so condensation will not occur on or in MCCs. Provide temporary heaters as required to prevent condensation of as otherwise recommended by the manufacturer.

C. Handle MCCs in accordance with NECA ICS 2.3, "Instructions for Handling, Installation, Operation, and maintenance of Motor Control Centers." Use factory installed lifting provisions.

1.8 CLASSIFICATION:

A. Provide factory assembled, NEMA Class IA, Type B Motor Control Centers, as defined in NEMA ICS 2, consisting of sections as indicated. Each motor control center shall conform to the voltage, current rating, arrangement, one-line diagram, and schematics as may be indicated on the drawings or specified herein.

PART 2 PRODUCTS

2.1 MANUFACTURERS:

A. Motor control manufacturer shall be Square D, Allen Bradley, Eaton, or approved equal.

B. All motor control centers and other equipment specified under this section shall be manufactured and provided by the same manufacture. Multiple manufactures of motor control equipment will not be allowed.

2.2 STRUCTURE AND CONSTRUCTION:

A. STRUCTURE:

1. Motor control center sections shall be 20 inches deep, 20" minimum width, with a height of 90 inches, or as indicated on the drawings or required for the main breaker, starter, or VFD provided.

2. The individual unit compartments shall be a minimum of 12 inches high. Compartments with small breakers may be 6 inches high. There shall be 72 inches available for stacking starter units.

3. Provide a full-height vertical wireway, 20-square inch minimum for each vertical motor control center section. The wireway shall contain full height hinged/removable doors. Provide horizontal wireways top and bottom, extending the length of motor control centers.

4. Bottom channel sills shall be mounted front and rear of the vertical sections extending the full length of the motor control center lineup. A removable lifting angle shall be mounted on top and shall extend the width of the motor control center lineup.

5. Mount components on draw-out assembly, properly guided by tracks or guide rails. Each unit shall be capable of being locked in the plug-in position or in a withdrawn and disconnected position. Units over 3 space units high may be bolt-in type. Provide door interlocks to prevent opening door unless unit is turned off, and to prevent energizing a control unit with its door open. Provide suitable screwdriver-operated "defeater" mechanism to allow bypassing of interlock mechanism.

6. Each vertical section shall be designed and fabricated so additional sections may be added.

B. CONSTRUCTION:

1. Unless otherwise indicated, the enclosure for motor control centers located in interior locations shall be NEMA 1, gasketed. The enclosure for motor control centers located outdoors or in areas where the motor control center may be subject to water spray shall be NEMA 3R.

2. Starter units, size 4 and smaller, and feeder tap units less than 225 amperes shall be draw-out plug-in construction with hardened, plated copper free-floating stabs, steel spring backups. The door shall have interference tabs which prevent door closure if unit is improperly installed. Units shall be latched in position to assure proper bus contact. The unit disconnect device shall be interlocked to prevent removal or reinsertion of a unit when the disconnect is in the "ON" or "TRIPPED" positions. Unit compartments shall have pan-type doors with the quarter turn hold-down latches and neoprene gaskets.

3. Fusible switch or circuit breaker disconnect operators shall be capable of accommodating three padlocks for lock in the "OPEN" position.

4. Hardware for mounting future starter and feeder tap units shall be provided at compartments specified as "FUTURE."

5. Individual motor starter units, feeder beaker units, transformers, lighting panels, distribution panels, and control device compartments shall be isolated from each other by metal barriers.

6. Each vertical section shall have a vertical wiring trough for power and control wiring, and wiring troughs, one top and bottom which are continuous through the entire control center.

7. Main incoming lines shall be bottom entry. Motor starters and other devices shall be designed for top or bottom feed.

C. The short-circuit current rating for each vertical section shall be not be less than the MCC bus bracing.

2.3 FINISH AND COLOR:

Exterior color shall be manufacturer's standard Gray color. Interior shall be painted white.

2.4 BUSING:

Bus shall be tin-plated copper with bolted connections between vertical and horizontal bus bars. Buses shall be hard-drawn 98-percent conductivity copper, Grade EC Flat bars. Access for tightening these connections shall be from the front, without the need for tools on the rear of the connection. Insulated horizontal and vertical bus barriers shall be provided. Barriers shall be fabricated from high-strength, glass-filled polyester resin. Unless otherwise specified, the bus shall be braced to withstand a full current of 42,000 amperes, RMS, symmetrical.

A. HORIZONTAL BUS:

Unless otherwise specified or indicated on the drawings, the main horizontal bus shall be rated a minimum 600 amperes continuous.

B. VERTICAL BUS:

Unless otherwise specified or required for the specific application, the vertical bus shall be rated a minimum 300 amperes continuous.

C. NEUTRAL BUS:

Not required.

D. GROUND BUS:

Provide minimum 1/4-inch by 2-inch ground bus the full length of the motor control center. Locate ground bus at the bottom of the motor control center. Provide a lug to terminate a bare 4/0 AWG copper ground conductors at each end of the ground bus.

E. Isolation of Buses: The main bus shall be isolated from the horizontal wiring trough by a removable steel barrier. Permanent insulation on or in front of vertical buses except at control unit connection points shall prevent front contact with the buses while control units are removed.

2.5 FUNCTIONAL FEATURES

A. Terminals: Suitable solderless terminal blocks or lugs shall be provided for connection of all incoming and outgoing circuits. Terminal blocks shall be provided for control cables shown by the one-line diagrams and schematics on the drawings. No field wiring shall be connected to internal devices.

B. Combination Starter: All combination starter units shall be wired in accordance with the schematics shown on the drawings.

1. The combination starter (consisting of contactor, overload relays, circuit breaker, control transformer, control relays, lights, etc.) shall act as a motor controller, disconnecting means and branch circuit overcurrent protection. The protection shall be provided for motors operating within the range of 90 to 110 percent of the MCC-rated voltage. Unless otherwise indicated, the motors shall be full voltage across the line started and shall be squirrel cage induction motors. Horsepower shall be as indicated on the drawings.

2. The Contractor shall be responsible for a completely coordinated breaker, starter, and overload relay assembly.

C. Relays and Timers: Auxiliary relays and timers, if shown on the drawings, shall have coils for continuous duty in 40°C ambient and 10 ampere, 120 volt, AC contacts.

D. Nameplates: Each compartment shall have a lamicoid nameplate, black with white letters to designate the purpose of the compartment. The nameplates shall be fastened to the door with #6 stainless steel pan-head screws.

2.6 WIRING:

A. GENERAL:

All wiring shall be rated 600 volts. All starter units shall have terminal blocks for control wiring. Provide elementary and connection diagrams for each starter unit and an interconnection diagram for the entire motor control center.

B. POWER WIRE:

Power wire shall be copper 90°C "MTW" insulated, sized to suit load; minimum power wire size shall be No. 12 AWG, tin plated copper stranded.

C. CONTROL WIRE:

Control wire shall be minimum No. 16 AWG, tin plated stranded copper wire, rated 90°C, and UL-listed for panel wiring.

D. TERMINATIONS:

1. Control wiring shall be lugged with ring-tongue or locking spade controls.

2. Each wire termination shall be provided with a machine printed, plastic sleeve wire marker.

2.7 FEEDER:

A. GENERAL:

Use thermal-magnet circuit breakers for feeder taps. Circuit breakers shall be as specified for feeder branch circuit protection.

B. CIRCUIT BREAKERS (THERMAL MAGNETIC):

Thermal-magnetic circuit breakers shall be molded case equipped with toggle-type handle, quick-make, quick-break over center switching mechanism that is trip-free so that breaker cannot be held closed against short circuits and abnormal currents. The tripped position shall be clearly indicated by breaker handle maintaining a position between "ON" and "OFF." All poles shall open, close, and trip simultaneously. Minimum short circuit capacity shall not be less than the rating of the MCC.

2.8 TRANSIENT VOLTAGE SURGE SUPPRESSORS (TVSS):

A. Transient voltage surge suppressor shall be provided as indicated on the drawings. The TVSS shall be installed in the motor control center and shall provide minimum 240 kA of surge capacity per phase.

B. The TVSS shall be provided with a surge counter, dry contacts, and an audible alarm with silence switch.

2.9 MOTOR STARTERS, GENERAL:

A. Coordinate the features of each motor starter with the ratings and characteristics of the supply circuit, the motor, the required control sequence, the duty cycle of the motor, drive, and load, and the pilot device, and control circuit affecting controller functions. Provide each motor with suitable starter contactor or device complete with magnetic control of standard NEMA sizes. Provide controllers that are horsepower rated to suit the motor controlled.

B. Contacts shall open each ungrounded connection to the motor.

C. Solid state type overload relays with inverse-time current characteristics shall be provided. Provide with sensors in each phase matched to the nameplate full-load current of the specific motor to which connected with appropriate adjustment for duty cycle. As indicated on the drawings, provide current transformers.

D. Main line contacts shall be silver-coated, double-break type, with arc barriers of heat resistant insulation compound between breaker contacts. Two auxiliary convertible contacts, unless otherwise specified or required, shall be provided. All parts shall be readily accessible from the front for ease of maintenance or repair.

E. Provide starters designed to prevent freezing of contacts upon coil failure. The starter shall be provided with capabilities to install auxiliary contacts without removing starter from its enclosure.

F. Arrange control circuits for manual, auto, and other signal inputs from control panels, and arrange control power to de-energize control circuits whenever operating power supply to particular equipment is disconnected.

G. Where indicated, provide elapsed time meters. Meters shall be a five-figure, non-resettable hour meter rated 120 volts AC. The meter shall be mounted on the unit compartment door.

H. Provide pushbutton stations, pilot lights and HAND-OFF-AUTOMATIC switches as indicated. Provide auxiliary contacts on starters to accomplish interlocks and control as specified or as indicated. Equip each starter unit with a control power transformer with two primary fuses, a 120 volt secondary, a secondary fuse in one leg and the other secondary leg grounded.

I. Starter shall be front wired with conductors no smaller than No. 12 AWG for power wiring and No. 14 AWG for control wiring. All terminals shall be legibly marked, and connections to terminals made with solderless connectors. A wiring diagram of starter, with all terminals identified, shall be provided and attached to the inside of starter door. Schematic shall be specific to the motor controlled. Standard manufacturer schematic will not be acceptable unless starter is designated as spare. Provide terminal block and wiring as required.

J. Phase Failure Protection:

1. Provide an individual three-phase, phase failure-phase reversal undervoltage monitoring relay for each three-phase motor that is not provided with an adjustable frequency drive or soft start.

2. Arrange to open motor starter contacts at 10% voltage unbalance and automatically reset when voltage returns to normal with an adjustable time delay set at one second on drop out to prevent nuisance tripping on momentary voltage dips. Provide with red indicating light with “Phase Failure/Phase Reversal” nameplate. Capable of detecting regenerated voltage. Provide a contact for remote indication.

2.10 SOLID STATE REDUCED VOLTAGE MOTOR STARTER (SOFT START):

A. The soft start shall be provided complete with:

1. Magnetic only circuit breaker. Short circuit withstand rating shall be based on the motor horsepower as defined in UL 508.

2. Provide shunt trip as indicated on the drawings.

B. The solid-state reduced-voltage starter shall be an integrated unit with power SCRs, logic board, paralleling bypass contactor, and electronic overload relay.

C. Each solid state motor starter shall be selected based on severe duty application.

D. The motor shall be automatically protected from solid state component failure by a Shunt trip coil to trip the disconnect in the event of a controller fault condition including a shorted thyristor.

E. The soft start shall utilize a thyristor (SCR) bridge consisting of at least two SCRs per phase to control the starting and stopping of industry standard motors.

F. The soft start shall provide torque control for linear acceleration without external feedback in-dependent of motor load or type of application. The gating of the thyristors shall be controlled in such a manner to ensure smooth and stable acceleration ramp.

G. The soft start shall be controlled by a microprocessor that continuously monitors the current and controls the phasing the SCRs. Analog control algorithms shall not be allowed.

H. All soft start power ratings shall utilize the same control module.

I. A shorting contactor shall be supplied. Protective features and deceleration control options integral to the soft start shall be available even when the shorting contactor is employed.

J. The soft start shall be provided with a secondary surge arrester.

K. MOTOR DATA:

1. The soft start shall be designed to operate a NEMA design B motor as indicated on the drawings.

L. RATINGS:

1. The soft start shall be designed to operate in an ambient temperature 0° and 50°C, derate the current by 1.2% per °C above 40°C.

2. Storage temperature range shall be -25°C to 70°C.

3. Maximum relative humidity shall be 93% at 40°C, non-condensing.

4. The soft start shall be designed to operate in altitudes up to 3300 ft. For higher altitudes, derate by 0.5% for each additional 330 ft.

5. The soft start shall be capable of operation between -15% and +10% of nominal voltage rating.

6. The soft start shall automatically adapt for operation at 50 or 60 Hz. Frequency tolerance shall be ±5% when starting and between +5% and -15% during steady state operation.

7. The soft start shall be capable of supplying 200% of rated full load current for 30 seconds at maximum ambient temperature.

8. The SCRs shall have a minimum P.I.V. rating of 1400 Vac. Lower rated SCRs with protection by MOVs are not acceptable.

M. ADJUSTMENTS AND CONFIGURATIONS:

1. All dialogue functions, display units, remote functions, terminal blocks, configuration switches and adjustment potentiometers shall be accessible on the front of the control module. Exposure to control circuit boards or electrical power devices during routine adjustments is prohibited.

2. Digital indication shall provide, as a minimum, the following conditions:

   a. Soft start status - ready, starting/stopping, run.

   b. Motor status - current, torque, thermal state, power factor.

   c. Fault status - Motor thermal overload, starter thermal fault, phase fault, frequency fault, supply fault, locked rotor fault, motor underload, max start time exceeded, external fault, serial link fault, phase inversion, internal failure, overcurrent.

3. The starter shall be preset to the following for adjustment-free operation:

   a. Torque acceleration ramp of 10 seconds.
   b. Current limitation to 200% of the motor full load current rating.
   c. Class 10 overload protection.
   d. Motor current preset per NEC and UL tables for standard hp motors.

4. A digital keypad shall be utilized configure the following operation parameters as required.

   a. Motor full load amps adjustable from 50 to 130% of the controller's rating.

   b. Current limitation on starting adjustable from 1.5 to 7 times rated motor current.

   c. Torque ramp adjustable from 1 to 60 seconds.

   d. Initial torque adjustable from 10 to 100% of nominal motor torque.

e. Torque limit adjustable from 10 to 200% of nominal motor torque.

f. Maximum start time adjustable from 10 to 999 seconds.

g. Voltage boost adjustable from 50 to 100% of the nominal supply voltage.

h. Selection of freewheel, soft stop or braking.

i. Adjustable soft stop torque ramp time from 1 to 60 seconds.

j. Threshold to change to freewheel following a soft stop from 0 to 100% of the nominal motor torque.

k. Braking torque level adjustable from 0 to 100% effectiveness.

l. Selection of Class 2, 10, 10A, 15, 20, 25 or 30 motor thermal overload protection.

5. A digital keypad shall be utilized configure the following controller parameters as required:

a. Selectable automatic reset operation.
b. Cancellation of the torque control loop for multi-motor installations.
c. Adjustment of the stator loss estimation for specialty motors.
d. Assignment of controller inputs and outputs.
e. Activation of phase reversal protection.
f. Reset of motor thermal state.
g. Return to factory settings.
h. Activation of test mode for use with low power motors.
i. Indication of elapsed time in hours of starting, running and stopping.

6. Output relays shall provide the following status indications:

a. One form A and one form B minimum for indication of fault.

b. One form A and one form B for indication of control of an input isolation contactor.

c. One form A and one form B minimum for indication of control of an output isolation contactor if provided.

d. One form A for indication that torque ramp is complete and current is below 130% motor FLA (End of start).

7. Additional inputs and outputs shall be available to provide the following status indications:

a. One logic input for force to freewheel, indication of external fault, force to local control, control of cascading motors, or external motor overload reset.

b. One form C and a logic output for indication of motor thermal overload pre-alarm or presence of motor current and one logic output to indicate overcurrent alarm.

c. One analog output shall be available for 4 to 20 milliamp indication of motor current, torque, thermal state, or power factor.

8. Relay and I/O functions listed above shall be isolated with respect to common.

N. PROTECTION:

1. A microprocessor controlled thermal protection system shall be included which shall continuously calculate the temperature-rise of the motor and soft start and provide:

a. User adjustable overload protection.

b. An overload pre-alarm which indicates by relay contact that the motor has exceeded its rated temperature rise by 100%. This function shall be annunciation only.

c. A thermal fault condition which stops the motor if the temperature-rise exceeds 120% of the motor thermal capability.

d. An analog electronic circuit with a time-constant adjustable to the motor's thermal cooling time-constant ensuring the memorization of the thermal state even after power supply disconnection or shorting out of the power semiconductors.

2. The soft start shall provide phase loss, phase reversal, underload, stall, and jam protection. Provide form A contact for remote indication.

3. The integral protective features shall be active even if an external shorting contractor is used to bypass the SCRs during steady state operation.

4. Provide automatic fault reset.

O. CONTROL OPTIONS:

1. The soft start's control circuit shall be fed from the line supply and be completely independent of the power circuit and separate from the control logic.

2. The peripheral soft start control circuitry shall be operated at 120 VAC 60 Hz from a control power transformer included within the enclosure.

3. Operator devices shall be door mounted and shall be as indicated on the drawings.

4. All operator devices shall be remote-mounted using supplied 120 VAC control logic. Clearly labeled terminals shall be provided for field installation.

P. Shorting Contactor

1. A microprocessor shall control the operation of the shorting contactor via an output relay.

2. The shorting contactor shall close, shorting the thyristors after the motor current is below 130% of motor FLA and voltage is below nominal voltage (indicating ramp complete), and open on a stop command to allow a deceleration ramp.

3. Overload protection integral to the soft start shall continue to protect the motor when shorting is utilized.

Q. Starter shall be provided with a Form C normally open (NO), normally closed (NC) contact that shall change state when a fault condition exists. Contacts shall be rated 60 VA (resistive load) and 20 VA (inductive load). In addition, an LED display on the device keypad shall indicate type of fault (Overtemperature, Phase Loss, Jam, Stall, Phase Reversal and Overload.)

2.11 VARIABLE FREQUENCY DRIVES (VFD):

A. Refer to Specification Section 16483 for VFD requirements.

2.12 AUXILIARY CONTROL DEVICES:

A. Pushbutton stations shall be of the heavy-duty oil type, NEMA Type 1. A lockout attachment, with provisions for padlocking, shall be furnished on stop button, to render the control inoperative with the lockout in place.

B. Selector switches shall be of the heavy duty, oil tight type, mounted on the starter cover.

C. Each auxiliary device shall be provided with a lamacoid nameplate, black with white letters to designate the purpose of the device. The nameplates shall be fastened to the door with #6 stainless steel pan-head screws.

D. The operator button shall be molded Bakelite and solid in color throughout the material. Painted buttons are not acceptable. A suitable and clearly legible nameplate shall be provided for each button to designate its function.

E. All contact blocks shall be made of molded, high arc resistant material and shall have a minimum of one normally open and one normally closed contact, with a continuous current rating of 10 amperes, 600 volts. All terminals shall be readily accessible. Contact blocks shall be easily changed and shall be arranged for the addition of contacts.

F. Pilot lights shall be an integral part of control station when indicated.

G. Indicating lights shall be of the LED type, push to test. Contractor shall install pushbuttons and selector switches not factory mounted.

H. Provide adjustable 1-60 second "on" time delay relay set for 30 seconds, unless noted, to allow motors 10 HP and larger to stop prior to restarting.

I. All plug-in control relays shall be provided with a pilot light and manual operator.

J. Current Sensors: Rated to suit application.

PART 3 EXECUTION

3.1 INSTALLATION:

A. Install MCCs in accordance with NEMA ICS 2.3, "Instructions for the Handling, Installation, Operation, and Maintenance of MCCs" and with the manufacturers written installation instructions.

B. Anchor each motor control center assembly to channel sills arranged and sized in accordance with the manufacturer's recommendations. Attach a tack welding or bolting. Level and grout sills flush with the motor control center-mounting surface.

3.2 CONCRETE BASES:

A. Motor control centers shall be installed on 3-inch high concrete pads as indicated on the drawings.

B. Form concrete equipment bases using framing lumber with form release compounds. Locate as indicated and construct 1 inch larger in all directions than the supported unit. The pad shall be constructed with a 3/4" chamfer on top edges.

C. Install reinforcing bars, and place anchor bolts and sleeves using manufacturers installation template.

D. Place concrete and allow curing before installation of equipment.

E. Remove temporary lifting eyes, channels, brackets, and temporary blocking of moving parts form MCC units and components after MCC is set.

F. Contractor shall coordinate floor openings required for conduits entering in the bottom of the MCC.

3.3 FIELD QUALITY CONTROL

A. Comply with applicable requirements of the International Electrical Testing Association (INETA) Standard, "Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems."

B. Perform the following preparations for tests:

1. Test the insulation resistance of MCC buses, components, and of connecting supply, feeder, and control circuits. For components with solid-state devices or other sensitive components, perform tests in accordance with the manufacturer's instructions.

2. Make continuity tests of circuits.

3. Provide the manufacturer's instructions for installation and testing of the MCC to the testing personnel.

4. Check anchoring of MCC, external clearance, and alignment and fit of components, including internal elements.

5. Perform operational tests and exercise of mechanical components and other operable devices in accordance with the manufacturer's instruction manual.

6. Check tightness of bolted electrical connections with calibrated torque wrench. Refer the manufacturer's instructions for proper torque values.

7. Perform visual and mechanical inspection and related work for motor control and protective devices.

8. Verify ratings and settings of overload relays, motor circuit protectors, and overcurrent protective devices.

C. Quality Control Testing Program. Assure MCC installation meets the specified requirements, is operational within the specified tolerances, and provides the appropriate protection for the systems and equipment.

1. Test and inspect the MCCs in accordance with the manufacturer's recommendations and these specifications.

2. Provide a manufacturer's factory certified technician to supervise the installation of adjustable frequency drives.

3. Schedule tests and provide notifications to the Owner at least 1 week in advance of the test commencement.

4. Prepare written reports of test results and observations. Report defective materials and workmanship. Include complete records of adjustments and corrective action taken.

5. Check phasing of supply source to the bus.

3.4 GROUNDING:

A. All conduits entering the MCC shall be individually bonded to the MCC ground bus. The size of bonding conductor shall be equal to the equipment-grounding conductor in the conduit.

B. Bond the MCC ground bus as indicated on the drawings.

3.5 CLEANING:

A. Each MCC shall be thoroughly cleaned inside and out to the satisfaction of the Owner/Engineer.

3.6 TRAINING:

A. Provide 8 hours of on-site training by a manufacturer for Owner personnel. Training shall be performed at the job site using the actual equipment installed. Training shall include the operations and maintenance manuals and shall consist of classroom training and actual hands on training. This shall include installed VFD training as well.

3.7 DEMONSTRATION:

A. A schematic wiring diagram of each solid state or magnetic starter or VFD unit shall be provided and attached to the inside of starter door. The wiring diagram shall be specific to the equipment served by the starter. Manufacturer's standard wiring diagram will not be acceptable except where the starter is designated as a spare.

B. All output alarm contacts not indicated to be used for SCADA or control shall be paralleled to provide a single remote alarm.

END OF SECTION

SECTION 16950

VENDOR SUPPLIED CONTROL PANELS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Vendor Supplied Control Panels and Motor Controllers for use on AC circuits rated 600 V or less.

1.2 REFERENCES

A. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

B. ANSI/NFPA 70 - National Electrical Code (NEC).

C. Underwriters Laboratories, Inc. (UL).

D. Factory Mutual (FM).

E. American National Standards Institute (ANSI).

1.3 SUBMITTALS

A. Conform to Section 01330 - Submittal Procedures.

B. Product Data: Provide manufacturer's product literature and specifications.

C. Manufacturer's Instructions: Include instructions for storage, handling, protection, examination, preparation, installation, and starting of product.

D. CPT Sizing Information: Provide Manufacturer's 120V load analysis as required in Section 2.06.

1.4 REGULATORY REQUIREMENTS

A. Conform to requirements of ANSI/NFPA 70 (NEC).

B. Furnish products listed and classified by Underwriters Laboratories, Inc., as suitable for purpose specified and shown; install in accordance with UL requirements.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturers

1. Hennessey Products, Inc.
2. Hoffman Engineering.
3. The EMF Company.
4. Weigman Company.

5. N.E.M.A. Enclosure Mfg. Co.
6. Engineer Approved Equal

2.2 PANEL MATERIALS

A. All outdoor enclosures are to be stainless steel rated NEMA 4X.

B. All indoor enclosures in non-air conditioned spaces are to be stainless steel rated NEMA 4X.

C. All indoor enclosures in air conditioned spaces are to be painted steel rated NEMA 12.

D. Backpanel for mounting components is to be 12 gauge steel minimum finished in white enamel.

2.3 MOTOR PROTECTION

A. Motors Powered and Controlled by Vendor's Panel.

1. Motor disconnects shall be MCP type circuit breakers.

2. All three phase motors controlled by the vendor's panel shall have phase failure protection via phase failure monitoring relay or solid state overloads that feature phase failure protection.

3. For motors of 75HP or greater, include an adjustable cool down timer to prevent exceeding motor manufacturer's recommended starts per hour limit.

B. Motors Powered by Others and Controlled by Vendor's Panel.

1. A phase failure contact (open on fail) will be provided by others for use by the vendor's panel.

2. For motors of 75HP or greater, include an adjustable cool down timer to prevent exceeding motor manufacturer's recommended starts per hour limit.

2.4 PLANT MAINS AND GENERATOR PROTECTION

A. All individual motors or other loads powered by the vendor's panel or powered by others but controlled by the vendor's panel of 15 HP or greater shall have adjustable power on time delays of up to three minutes. Timer adjustments are to be coordinated with other plant loads to avoid simultaneous starts of multiple loads affecting feeders, mains, and generators.

2.5 DESIGN FOR CONTINUOUS OPERATION

A. Excluding specifically intended batch operation panels, all vendor panels shall be configured to remain operable after short duration power failures using HAND-OFF-AUTO switches or RUN/STOP maintained toggle switches.

START/STOP pushbuttons, PLC, or other control functions that interrupt continuous operations for non-batch applications and require operator action to reactivate panel processes require submittal and prior approval.

2.6 CONTROL POWER TRANSFORMER (CPT) SIZING

A. Vendor is to submit a CPT sizing load analysis as part of product submittals. CPT size should include all loads indicated on the plans and all vendor supplied loads required as part of this specification plus an additional 50%.

2.7 DEAD FRONT OPERABILITY

A. Panel construction shall result in dead front operability for all operator functions. If normal operator functions require opening of the panel door, the panel shall be equipped with a 3-point latch and the operator shall remain shielded from any live exposed components.

2.8 CONTROLS DOCUMENTATION

A. Control diagrams submitted under Section 1.02 shall be electrically complete and encompass all control components and their location. This shall include phase failure relays, RUN/STOP switches, SCADA contacts, emergency STOP push buttons, permissive switches, and other components that may be remote to the vendor's panel. Operating entity will have a single document for troubleshooting specific equipment items. Failure to comply with this Section will result in rejection of vendor's panel.

2.9 OTHER FEATURES

A. Provide Sunshield / other protection for Control Panel HMI / OIT Screens for outdoor locations.

B. Provide A/C units as required for outdoor enclosures with temperature sensitive equipment.

C. Space Heaters: Provide minimum 150 watt strip-type space heaters with an individual thermostat in each section. Use heaters rated for 240V, producing the required wattage when operated at 120V.

D. All panel indicators are to be heavy duty, industrial type, push-to-test type LED. All other pilot devices shall be heavy duty, industrial type.

E. Circuit breakers and starters are to be NEMA rated.

F. Panel layout shall facilitate bottom entry of all conduits utilizing myers hubs.

G. Panels larger than 24" X 24" shall include a troubleshooting light, fluorescent, 40 watt minimum with cold start ballast.

H. For customer control connections, provide a separate 30A terminal block. Contacts closures intended for alarm, autodialer, or PLC use shall be rated 5A minimum. Contacts that carry control currents used for starter coils shall be rated 10A minimum.

I. Panel shall be equipped with integral surge protection for incoming 480V power. Panels that use telephone lines shall include telephone surge protection.

J. Panel internal wiring shall not be smaller than #14 AWG for all 120V circuitry and #12 AWG for all 240V and 480V circuitry.

K. Maintain NEC required minimum spacing for intrinsically safe circuits. Label intrinsically safe circuits.

L. Vendor supplied display screens, TFT panels, HMI panels, touch screens, LCD screens, or any operator interface panels shall be full sunlight viewable utilizing "Actively Enhanced Bright Active Matrix TFT Display" or similar technology. Minimum brightness in candelas per square meter (Cd/M2) or nits shall be 1000 for displays of 17" and below. Contrast ratio as measured in full sunlight shall be greater than 5:1. Shields, covers, shades, and screens are not allowed for achieving this contrast. Display screens shall be CrystalVue, VBond, StealthVU, High-Bright, Vartech Systems, Panel Bright or equal manufacturer or technology capable of achieving required full sunlight viewing. All display panels shall be NEMA 4/4X rated minimum.

M. PLCs shall be Allen Bradley Compactlogix.

PART 3 EXECUTION

3.1 INSTALLATION

A. Transport, handle and install products in accordance with manufacturer's instructions.

B. All panel mounting hardware shall be stainless steel.

C. Free standing panels shall be mounted with four corner stainless steel anchors minimum.

D. Field mounted panels shall include an equipment pad with 3' minimum front operator area clear of obstructions. Maintain NEC required clear front (or rear if applicable) working space free from obstructions or grounded components.

E. Ground in accordance with Section 16450 - Grounding and Bonding.

F. Label all wires with heat shrink markers per Section 16195.

END OF SECTION

WPP SOLIDS HANDLING IMPROVEMENTS
FOR THE
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
FEBRUARY, 2025

MIDLAND Utilities

MAYOR

LORI BLONG

CITY COUNCIL

ERIC DAVIDSON (AT-LARGE)

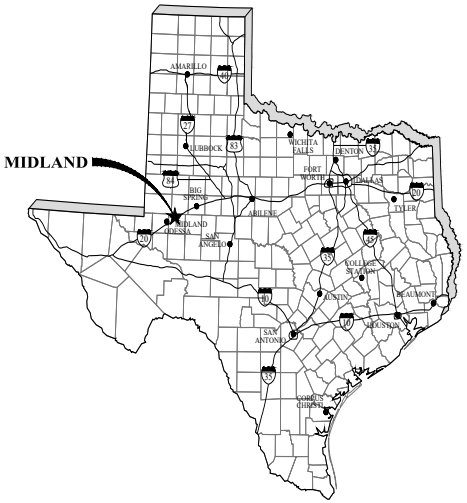
ROBIN POOLE (AT-LARGE)

SCOTT DUFFORD (DISTRICT ONE)

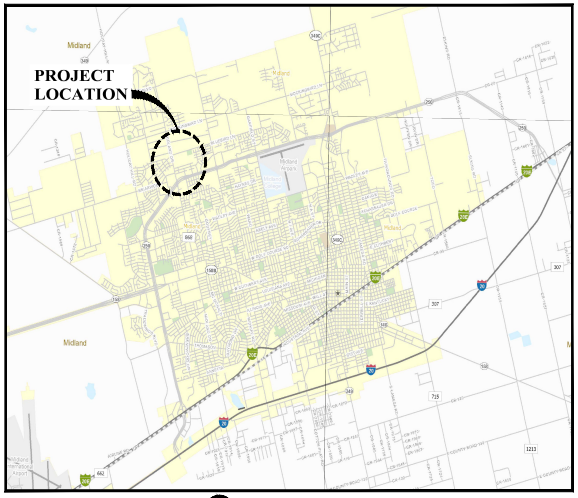
JOHN NORMAN (DISTRICT TWO)

JACK LADD (DISTRICT THREE)

AMY STRETCHER BURKES (DISTRICT FOUR)



VICINITY MAP
NO SCALE



LOCATION MAP
SCALE: 1" = 8000'

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49	E-12	ELECTRICAL SCHEDULE

2/18/2025
STATE OF TEXAS
BRET J. THOMPSON
145281
LICENSED
PROFESSIONAL ENGINEER

Bret Thompson

BRET J. THOMPSON, P.E.

ISSUED FOR ADVERTISEMENT

PACKET 8.754 May 13, 2025

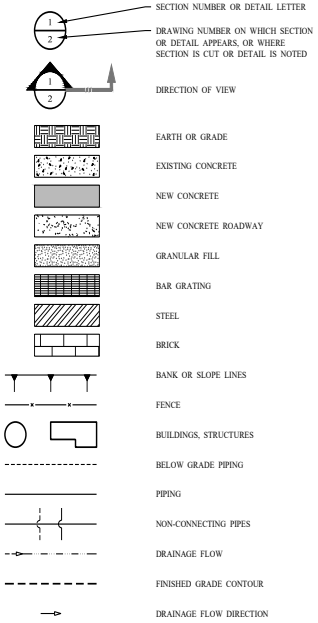
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CONTRACT NO. 8207

SHEET NO. 1 OF 49

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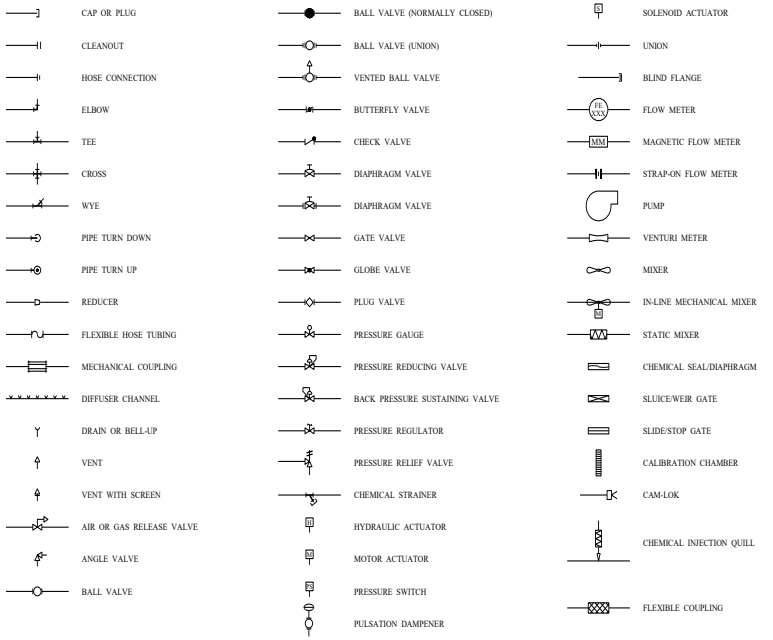
GENERAL SYMBOLS AND MATERIALS LEGEND



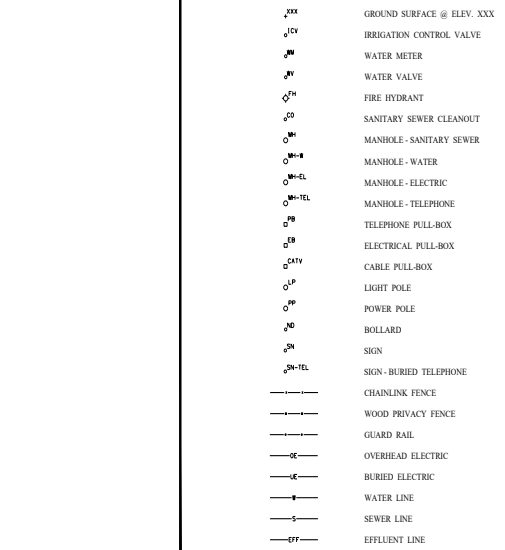
NOTE

ALL ITEMS SHOWN ARE NEW UNLESS OTHERWISE NOTED. EXISTING ITEMS WILL BE REPRESENTED AS A LIGHTER PEN WEIGHT.

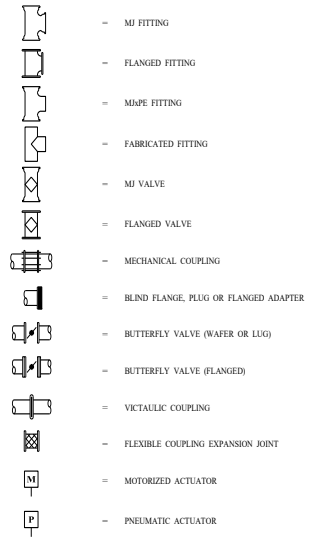
MECHANICAL LEGEND - SINGLE LINE



LEGEND



MECHANICAL LEGEND DOUBLE LINE



ABBREVIATIONS LIST

@	AT	EXIST.	EXISTING	LP#	LIGHTING AND POWER PANEL #__	RO	REVERSE OSMOSIS
ACH	ALUMINUM CHLOROHYDRATE	EXP.	EXPANSION	LS	LEVEL SENSOR	ROW	RIGHT-OF-WAY
AE	ANALYZER ELEMENT	FA	FLUOROSILICIC ACID OR FLANGED ADAPTER	LWSE	LOW WATER SURFACE ELEVATION	RW	RAW WATER
ALUM	ALUMINUM SULFATE	FCV	FLOW CONTROL VALVE	MAX.	MAXIMUM	SA	SULFURIC ACID
APPROX	APPROXIMATE	FE	FLANGED END OR FLOW ELEMENT	MCC	MOTOR CONTROL CENTER	SAN.SWR.	SANITARY SEWER
ASP	ASPHALT	FF	FINISHED FLOOR	MF	MICROFILTRATION	SCH.	SCHEDULE
AST	ABOVE GROUND STORAGE TANK	FF ELEV.	FINISHED FLOOR ELEVATION	MFG	MANUFACTURER	SEC.	SECOND
BFP	BACKFLOW PREVENTOR	FIPT	FEMALE IRON PIPE THREAD	MG	MILLION GALLONS	SF	SQUARE FEET
BFV	BUTTERFLY VALVE	FL	FLOWLINE OR INVERT (BOTTOM ELEV. OF INSIDE PIPE OR CONDUIT)	MGD	MILLION GALLONS PER DAY	SG	SLUICE GATE
BL	BLOWER			MH	MANHOLE	SHT	SHEET
BM	BENCH MARK	FLNG	FLANGED	MIN.	MINIMUM	SI	SCALE INHIBITOR
BS	BLACK STEEL	FNPT	FEMALE NATIONAL PIPE THREAD	MIPT	MALE IRON PIPE THREAD	SLG	SLIDE GATE
BTM.	BOTTOM	FT	FEET	MJ	MECHANICAL JOINT	SN	SIGN
CC	CALIBRATION CHAMBER	FV	FLUSH VALVE	MM	MAG METER	SP	SUBMERSIBLE PUMP OR SAMPLE PUMP
C/C	CENTER TO CENTER	G	GAS	MNPT	MALE NATIONAL PIPE THREAD	SS	STAINLESS STEEL
C.	CONDUIT	GA.	GAUGE (METAL THICKNESS)	MWSE	MAXIMUM WATER SURFACE ELEVATION	304SS10	SCH.10 304 STAINLESS STEEL PIPE
C900	AWWA SPECIFICATION C900	GAL.	GALLON(S)				
CAV	COMBINATION AIR VALVE	GALV.	GALVANIZED	MXR	MIXER	316SS10	SCH.10 316 STAINLESS STEEL PIPE
CDG	CHLORINE DIOXIDE GENERATOR	GIP	GALVANIZED IRON PIPE	NaOCL	SODIUM HYPOCHLORITE		
CF	CUBIC FEET	GND	GROUND	NaOH	SODIUM HYDROXIDE	STD.	STANDARD
CL	CENTERLINE	GPM	GALLONS PER MINUTE	NH_3	AQUEOUS AMMONIA	STN.	STAINLESS
CGMP	CORRUGATED METAL PIPE	GRD	GRADE	NO.	NUMBER	STR	STRAINER
CI	CAST IRON	GV	GATE VALVE	OC	ON CENTER(S)	SQ.	SQUARE
Cl_2	CHLORINE GAS	GYP	GYPSUM	OCEW	ON CENTER EACH WAY	SV	SOLENOID VALVE
Cl_2S	CHLORINE SOLUTION	HB	HOSE BIB	OF	OVERFLOW	SV F	SUPPLY VENTILATION FAN
ClO_2S	CHLORINE DIOXIDE SOLUTION	HDG	HOT-DIPPED GALVANIZED	P	PUMP OR PNEUMATIC	SWD	SIDE WATER DEPTH
CL ELEV.	CENTERLINE ELEVATION	HGL	HYDRAULIC GRADE LINE	PA	PHOSPHORIC ACID	SWK.	SIDEWALK
CMU	CONCRETE MASONRY UNIT	HH	HIGH HIGH	PB	PULL BOX	SY	SQUARE YARD
CONC.	CONCRETE	HMAC	HOT MIXED ASPHALTIC CONCRETE	PCV	PUMP CONTROL VALVE	TEMP.	TEMPORARY
CONT.	CONTINUOUS	HOA	HAND-OFF-AUTOMATIC	PE	PLAIN END	TK	TANK
CR	CONTROL RELAY	HP	HORSE POWER	PI	PLASTICITY INDEX	TOS	TOP OF SLAB
Cu	COPPER	HRS	HOT ROLLED STEEL	PLC	PROGRAMMABLE LOGIC CONTROLLER	TYP.	TYPICAL
CW	COLD WATER	HVAC OR HT/AC	HVAC OR HT/AC HEATING VENTILATION AND AIR CONDITIONING			UST	UNDERGROUND STORAGE TANK
CY	CUBIC YARD			PP	POWER POLE		
DBL.	DOUBLE	HW	HOT WATER	PROP.	PROPOSED	UW	UTILITY WATER
DFV	DIAPHRAGM VALVE	HWSE	HIGH WATER SURFACE ELEVATION	PRV	PRESSURE REDUCING VALVE	WD	WASHDOWN HYDRANT
DIA.	DIAMETER	IN	INCH	PSI	PER SQUARE INCH	WL	WATER LINE
DI	DUCTILE IRON	INF	INFLUENT	PU	POLYMER UNIT	W/	WITH
DISC.	DISCONNECT	INV	INVERT	PVC(#)	POLYVINYL CHLORIDE (SCHEDULE)	WR	WEIR
DIP	DUCTILE IRON PIPE	IP	IRON PIPE	PW	POTABLE WATER	WSE	WATER SURFACE ELEVATION
DR	DRAIN	JB	JUNCTION BOX	RCP	REINFORCED CONCRETE PIPE	WTP	WATER TREATMENT PLANT
EFF	EFFLUENT	LAS	LIQUID AMMONIUM SULFATE	RED	REDUCER (ING)	WWTP	WASTE WATER TREATMENT PLANT
EL	EXHAUST LOUVER	LE	LEVEL INDICATOR	REINF.	REINFORCE(D)		
ELEV.	ELEVATION	LF	LINEAR FEET	REQ'D.	REQUIRED	YH	YARD HYDRANT
ELL	ELBOW	LL	LOW LOW	RFA	RESTRAINED FLANGE ADAPTER		
EQ.	EQUAL(LY)	LNTH.	LENGTH				
EW	EACH WAY	LP	LIGHT POLE				

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

PACKET

02/18/2025

Bret Thompson

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BAR IS ONE INCH ON ORIGINAL DRAWING

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IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DESIGNED BY	B. THOMPSON
DRAWN BY	J. SALINAS, D. BORCIK
CHECKED BY	B. THOMPSON
SCALE	NO SCALE
DATE	2/18/2025

CITY OF MIDLAND WATER PURIFICATION PLANT SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

LEGENDS AND ABBREVIATIONS

PROJECT NO.: 8207

SEQUENCE No. 2 OF 49

SHEET No. 2

P:\Projects\Midland\8207.W & WW Utilities PSA (2022-2025)\Task Order No. 3 WPP-Solids Handling\Improvements\01.CADD\7.CONST-L SHEETS\8207-00.dwg

GENERAL NOTES:

1. IT IS THE INTENT OF THESE PLANS TO SHOW THE LOCATION OF EXISTING UNDERGROUND FACILITIES IN ACCORDANCE WITH EXISTING RECORDS. HOWEVER, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND VERIFY THE EXACT LOCATION OF ALL EXISTING UNDERGROUND FACILITIES PRIOR TO EXCAVATION. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES TO EXISTING FACILITIES.

2. CONTRACTOR SHALL OBTAIN AND MAINTAIN ON SITE ALL APPLICABLE PERMITS AND AN APPROVED COPY OF THE PLANS AND SPECIFICATIONS. NOTIFY THE ENGINEER AND WPP SUPERINTENDENT 48 HOURS PRIOR TO THE COMMENCEMENT OF WORK AT THE WPP.

3. THE CONTRACTOR SHALL CONTACT THE WPP SUPERINTENDENT AND THE ENGINEER AS APPROPRIATE TO OPERATE EXISTING UTILITIES AND PRIOR TO COMPLETING ANY TIE-INS.

4. DESIGN AND CONSTRUCTION SHALL CONFORM TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES AND REGULATIONS FOR PUBLIC WATER SUPPLY SYSTEMS. WHERE CONFLICTS RISE BETWEEN INFORMATION ON APPROVED CONSTRUCTION DRAWINGS AND/OR PROJECT SPECIFICATIONS, THE PROJECT SPECIFICATIONS SHALL GOVERN.

5. BOUNDARY FENCES OR OTHER IMPROVEMENTS REMOVED TO PERMIT CONSTRUCTION SHALL BE REPLACED IN THE SAME LOCATION AND IN A CONDITION AS GOOD OR BETTER THAN IN WHICH THEY WERE FOUND. NO SEPARATE COMPENSATION SHALL BE GIVEN TO THE CONTRACTOR FOR REMOVAL AND REPLACEMENT OF FENCES.

6. ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. ANY DRAINAGE AREA OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF THE ENGINEER. ALL CONSTRUCTION STORM RUNOFF SHALL COMPLY WITH THE REQUIREMENTS OF THE PROJECT SPECIFICATIONS. IF NON-COMPLIANCE OCCURS, CONTRACTOR SHALL REMEDY IMMEDIATELY AT THEIR OWN EXPENSE.

7. ANY POLLUTION CONTROL DEVICE, SOD, OR SEEDED AREA DAMAGED, DISTURBED, OR REMOVED SHALL BE REPLACED OR REPAIRED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR IS RESPONSIBLE FOR WATERING ANY SEED OR SOD WHICH IS INSTALLED UNTIL ADEQUATE GROWTH IS ACHIEVED TO PREVENT EROSION.

8. ANY MATERIALS OR WORKMANSHIP NOT MEETING OR EXCEEDING APPROVED CONSTRUCTION DRAWINGS AND SPECIFICATIONS TO THE SATISFACTION OF THE ENGINEER IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND WILL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.

9. THE CONTRACTOR SHALL KEEP THE STREETS, RIGHT-OF-WAY, AND WORK AREA CLEAN OF DIRT, MUD, AND ALL OTHER OBJECTIONABLE DEBRIS.

10. CONTRACTOR SHALL NOT PLACE FILL OR WASTE MATERIAL ON ANY PRIVATE PROPERTY WITHOUT PRIOR WRITTEN AGREEMENT WITH THE PROPERTY OWNER.

11. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS, WITHOUT WRITTEN PERMISSION FROM THE ENGINEER.

12. CONTRACTOR TO CONFIRM ACTUAL HORIZONTAL AND VERTICAL LOCATION OF EXISTING STRUCTURES, PIPING, PAVING, FENCING AND ALL OTHER EXISTING FACILITIES PRIOR TO CONSTRUCTION.

13. REMOVE AND DISPOSE OF TREES, STUMPS, BRUSH, ROOTS, VEGETATION, LOGS, RUBBISH AND OTHER OBJECTIONABLE MATTER WITHIN THE LIMITS OF THE AREA AFFECTED BY THE WORK, INCLUDING ALL AREAS TO BE RE-GRADED OR FINISH GRADED. PROTECT TREES, SHRUBS, AND OTHER LANDSCAPE FEATURES SPECIFICALLY DESIGNATED FROM DAMAGE DURING CONSTRUCTION OPERATIONS.

14. THE OWNER WILL DETERMINE THE ONLY TREES THAT MAY BE REMOVED PRIOR TO EXCAVATION. CONTRACTOR WILL BE HELD LIABLE FOR DAMAGE TO ANY TREES THAT HAVE NOT BEEN DESIGNATED FOR REMOVAL.

15. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. REMOVE RUBBISH, VEGETATION AND ROCKS OVER 1-1/2-INCH IN DIAMETER. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM STRUCTURES. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER WILL STAND.

16. UNLESS OTHERWISE NOTED, REMOVAL AND REPLACEMENT OF STREETS, CURBS, SIDEWALKS, DRIVEWAYS AND OTHER PAVEMENTS COVERING OR IN CONFLICT WITH THE PROPOSED IMPROVEMENTS IS CONSIDERED INCIDENTAL TO THE WORK; NO SEPARATE PAY WILL BE PROVIDED.

17. BRACE ALL UTILITY POLES AS REQUIRED TO MAINTAIN STABILITY OF THE POLES DURING CONSTRUCTION.

18. CONTRACTOR SHALL PROVIDE SHEETING, SHORING, AND BRACING AS NECESSARY TO ADEQUATELY PROTECT WORKMEN AND EXISTING UTILITIES DURING ALL PHASES OF CONSTRUCTION AS PER O.S.H.A REQUIREMENTS.

19. CONTRACTOR SHALL BE RESPONSIBLE FOR SAFEGUARDING AND PROTECTING ALL MATERIALS AND EQUIPMENT STORED ON THE JOB-SITE IN A SAFE WORKMAN-LIKE MANNER (DURING AND AFTER WORKING HOURS) UNTIL JOB COMPLETION.

20. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, EQUIPMENT AND LABOR FOR EXCAVATION, INSTALLATION, AND COMPLETION OF THE PROJECT IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS.

21. PLANS DO NOT EXTEND TO, OR INCLUDE DESIGNS OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONTRACTOR OR EMPLOYEES, AGENTS, OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF THE REGISTERED PROFESSIONAL ENGINEER(S) HEREON DOES NOT EXTEND TO ANY SUCH SYSTEMS THAT MAY NOW OR HEREAFTER BE INCORPORATED IN THE PLANS. THE CONTRACTOR SHALL PREPARE OR OBTAIN THE APPROPRIATE SAFETY SYSTEMS, INCLUDING CURRENT O.S.H.A STANDARDS FOR TRENCH SAFETY SYSTEMS, SEALED BY A LICENSED PROFESSIONAL ENGINEER. APPROPRIATE TRENCH SAFETY PLANS SHALL BE SUBMITTED BY THE CONTRACTOR PRIOR TO BEGINING WORK.

22. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITY SERVICE PROVIDERS AT LEAST 48 HOURS PRIOR TO TRENCHING OR EXCAVATION AND REQUEST FIELD LOCATION OF UTILITIES. TEXAS ONE-CALL OR DIG-TESS MAY NOT COVER ALL UTILITIES IN THE AREA.

23. ALL AREAS DISTURBED OR EXPOSED DURING CONSTRUCTION SHALL BE REVEGETATED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.

24. PRIOR TO ANY CONSTRUCTION, A PRE-CONSTRUCTION CONFERENCE WILL BE CONVENED BETWEEN MIDLAND, THE CONTRACTOR, THE ENGINEER, OTHER UTILITY COMPANIES, ANY AFFECTED PARTIES AND ANY OTHER ENTITY MIDLAND OR ENGINEER MAY REQUIRE.

25. THE CONTRACTOR SHALL CONFINE ALL WORK TO WITHIN THE RIGHT OF WAY, PERMANENT EASEMENTS, AND ANY TEMPORARY EASEMENTS. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND DEBRIS WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. CLEAN-UP SHALL BE TO THE SATISFACTION OF THE ENGINEER.

26. THE CONTRACTOR SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS. THE ENGINEER SHALL FURNISH MIDLAND "AS-BUILT" DRAWINGS FOLLOWING COMPLETION OF ALL CONSTRUCTION. THESE "AS-BUILT" DRAWINGS SHALL MEET WITH THE SATISFACTION OF THE ENGINEER AND WPP SUPERINTENDENT PRIOR TO FINAL ACCEPTANCE OF THE PROJECT AND FINAL PAYMENT TO THE CONTRACTOR.

PIPING NOTES:

1. LOCATIONS OF ALL EXISTING PIPING WERE DETERMINED FROM EXISTING INFORMATION. CONTRACTOR SHALL VERIFY LOCATIONS AND FLOWLINES OF EXISTING PIPING PRIOR TO BEGINNING CONSTRUCTION.

2. MAINTAIN A MINIMUM OF SIX (6) INCHES CLEARANCE BETWEEN THE OUTSIDE OF ALL PROPOSED PIPING, FITTINGS OR APPURTENANCES AND ANY OTHER EXISTING OR PROPOSED BURIED UTILITY OR STRUCTURE.

3. UNLESS OTHERWISE NOTED, ALL POTABLE AND NON-POTABLE WATER MAIN PIPING 4-INCHES IN DIAMETER AND LARGER TO BE PVC CONFORMING TO AWWA C 900, CLASS 150 (DR 18), WITH MJ DUCTILE IRON FITTINGS. ALL RISERS TO CONNECT TO FACILITIES AT OR ABOVE GRADE AND EXPOSED PIPING TO BE DUCTILE IRON OR WELDED STEEL.

4. UNLESS OTHERWISE NOTED, YARD (PLANT) PIPING TO BE AS FOLLOWS:
   A. MINOR WATER LINES (<4" DIAMETER): BURIED-SCH 40 PVC WITH SOLVENT WELD FITTINGS; EXPOSED-SCH 40 GALVANIZED STEEL PIPE WITH THREADED FITTINGS.
   B. CHEMICAL FEED: SCH 80 PVC WITH SOLVENT WELD FITTINGS.
   C. GRAVITY SEWERS: PVC SDR-26.
   D. ALL OTHER: PVC

5. WHERE SO DESIGNATED, PROVIDE DUCTILE IRON PIPE CONFORMING TO AWWA C 151, MINIMUM PRESSURE. CLASS 250. BURIED FITTINGS TO BE MECHANICAL JOINT (MJ); EXPOSED FITTINGS TO BE FLANGED (FJ). ALL BURIED DIP TO BE INSTALLED WITH POLYETHYLENE ENCASEMENT PER AWWA C105.

6. ALL TRENCHES UNDER OR WITHIN 5 FEET OF PAVEMENT OR STRUCTURES TO BE BACKFILLED IN MAXIMUM 8-INCH LIFTS COMPACTED TO 95% STANDARD PROCTOR DENSITY; TRENCHES IN OTHER AREAS TO BE COMPACTED TO THE DENSITY OF THE ADJACENT, UNDISTURBED SOIL.

7. ALL PIPING DESIGNATED OR REQUIRED TO BE ABANDONED SHALL BE CUT, DRAINED, AND OPEN ENDS CAPPED OR PLUGGED. ANY EXPOSED PIPING TO BE COMPLETELY REMOVED TO A MINIMUM DEPTH OF 24" BELOW FINISHED GRADE.

8. UNLESS OTHERWISE NOTED, ALL PIPE PROJECTIONS THROUGH CONCRETE STRUCTURES SHALL HAVE A WALL FLANGE. ALL WALL FLANGES SHALL BE CAST-IN-PLACE WITH STRUCTURAL CONCRETE OR GROUTED IN BLOCK-OUTS WITH NON-SHRINK GROUT.

9. ALL UNDERGROUND NUTS AND BOLTS MUST BE 304 STAINLESS STEEL. ALL ABOVE GROUND NUTS AND BOLTS MUST BE STAINLESS STEEL, UNLESS OTHERWISE SPECIFIED. ALL DISSIMILAR PIPE, BOLT AND NUT MATERIAL MUST BE INSTALLED WITH INSULATION KITS.

10. INSULATE ALL EXPOSED PIPING SUBJECT TO FREEZING, 6 INCH DIAMETER AND SMALLER WITH 2" THICK FIBERGLASS INSULATION JACKETED WITH REINFORCED VAPOR RETARDER FACING AND FACTORY APPLIED LONGITUDINAL ACRYLIC ADHESIVE CLOSURE SYSTEM, J.M. MICRO-LOK OR EQUAL. INSTALL IN ACCORDANCE WITH MFRS' RECOMMENDATIONS. ALL OUTDOOR INSULATION AND INDOORS UP TO 8' A.F.F. SUBJECT TO IMPACT DAMAGE TO BE JACKETED WITH 20 GA. ALUMINUM SHEET METAL.

11. ALL BURIED GALVANIZED STEEL PIPE SHALL BE WRAPPED WITH 3M COMPANY 0.020 INCH THICK NO. 51 "SCOTCHWRAP" VINYL PLASTIC TAPE, HALF LAPPED TO GIVE DOUBLE THICKNESS WRAP. REMOVE ALL OIL, GREASE AND DIRT FROM PIE WITH A SUITABLE SOLVENT, AND CLEAN AND DRY BEFORE WRAPPING.

12. PROVIDE I.P.T. TAPS IN D.I.P., SPOOLS, AND FITTINGS AS REQUIRED TO ACCOMMODATE PRESSURE GAUGES, SAMPLE TAPS, CHEMICAL INJECTION POINTS, AND OTHER FEATURES AND APPURTENANCES.

13. ALL PIPING TO BE WITHIN OR UNDER CONCRETE SHALL BE DUCTILE IRON TO A MINIMUM OF 5' OUTSIDE OF SLAB.

STRUCTURAL NOTES:

1. ALL CONCRETE SHALL TEST 3,500 PSI AT 28 DAYS.

2. ALL CONCRETE REINFORCING BARS SHALL CONFORM TO ASTM A615 GRADE 60.

3. DETAILING AND FABRICATION OF CONCRETE REINFORCEMENT AND ACCESSORIES SHALL BE IN ACCORDANCE WITH ACI-315 LATEST EDITION.

4. THE USE OF HEAT TO FACILITATE THE BENDING OF REINFORCING BARS WILL NOT BE PERMITTED.

5. ALL STRUCTURAL STEEL DETAILS AND CONNECTIONS SHALL CONFORM TO THE STANDARDS OF THE A.I.S.C.

6. ALL WIDE FLANGES SHALL CONFORM TO ASTM A992 (FY=50 KSI, Fu=65 KSI); ALL STEEL PLATES, ANGLES, CHANNELS AND BARS SHALL CONFORM TO ASTM A36; ALL TUBES TO ASTM A500, GRADE B (FY=46 KSI): ALL PIPE TO A501 OR A53.

7. SHOP CONNECTIONS SHALL BE WELDED WITH 1/4" FILLET WELDS, UNLESS NOTED OTHERWISE.

8. FIELD CONNECTIONS SHALL BE BOLTED WITH 3/4" DIAMETER A325 BOLTS WITH HARDENED WASHERS, UNLESS NOTED OTHERWISE.

9. ALL CONNECTIONS SHALL DEVELOP ONE-HALF THE SHEAR CAPACITY OF THE EMBER, UNLESS NOTED OTHERWISE.

10. SPLICING OF STRUCTURAL STEEL WHERE NOT DETAILED IS PROHIBITED WITHOUT PRIOR APPROVAL OF STRUCTURAL ENGINEER.

11. ALL STEEL MEMBERS AND CONNECTIONS EXPOSED TO EARTH OR WEATHER SHALL BE HOT-DIPPED GALVANIZED.

12. FIELD PAINT ALL WELDS ON GALV. STEEL W/ GALVILITE" BY Z.R.C. OR APPROVED EQUAL.

13. CONCRETE DESIGN AND CONSTRUCTION SHALL CONFORM TO A.C.I. 350R-01.

14. CONSTRUCTION JOINTS SHALL BE LOCATED AT 1/4" OF SPANS, UNLESS NOTED OTHERWISE. HORIZONTAL CONSTRUCTION JOINTS ARE NOT ALLOWED, U.N.O. ON DRAWINGS.

15. REFER TO THE MECHANICAL AND ELECTRICAL DRAWINGS FOR ALL PIPING AND EQUIPMENT LOCATIONS, AND UNDER SLAB PIPING & CONDUIT.

16. ALL EXPOSED CONCRETE EDGES SHALL BE CHAMFERED 3/4".

17. REFER TO THE DIVISION 2 BY EHT FOR THE SUBGRADE PREPARATION OF ALL STRUCTURES.

18. SELECT FILL TO BE AS PRESCRIBED IN THE DIVISION 2 OR TO BE FLEXIBLE BASE OTHERWISE CONFORMING TO SAID STUDY AND TO TXDOT ITEM 247.

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025
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02/18/2025

Brent Thompson

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DRAWN BY J. SALINAS, D. BORCIK
CHECKED BY B. THOMPSON

SCALE: NO SCALE
DATE: 2/18/2025

CITY OF MIDLAND WATER PURIFICATION PLANT SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

GENERAL NOTES

PROJECT NO.: 8207
SEQUENCE No.: 3 OF 49
SHEET No.: 3

8,756

P:\Projects\Midland\8207 W & WW Utilities PSA (05-22-2023)\Task Order No. 3 WPP-Solids Handling\Engineering\01 CAD\7. CONST-4. SHEETS\8207 -01.dwg

EQUIPMENT CODES

CODE	DESCRIPTION	CODE	DESCRIPTION	CODE	DESCRIPTION
A	ANALYTICAL INSTRUMENT	FMHD	FUME HOOD	QA	FAIL ALARM SYSTEM
AC	AIR COMPRESSOR	GATE	SECURITY GATE	RCP	RECIRCULATION PUMP
ACCL	ACCESS LADDER	GEN	GENERATOR	RFP	RETURN FLOW PUMP
ACU	AIR CONDITIONING UNIT	GLV	GLOBE VALVE	RLP	RELIFT PUMP
AD	AIR DRYER	GV	GATE VALVE	RO	REVERSE OSMOSIS
AE	ANALYTICAL ELEMENT	H	HOIST	RSP	RETURN ACTIVATED SLUDGE PUMP
AHU	AIR HANDLING UNIT	HB	HOIST BRIDGE	RU	REFRIGERATION UNIT
AIT	ANALYTICAL INSTRUMENT TRANSMITTER	HE	HEAT EXCHANGER	RWP	RAW WASTEWATER PUMP
AR	AIR RECEIVER	HT	HOIST TROLLEY	SCL	SCALE
ARV	AIR RELEASE VALVE	HTP	HEAT PUMP	SCP	SCUM PUMP
BCV	BALL CHECK VALVE	HV	HAND VALVE	SFRV	SAFETY RELEASE VALVE
BFP	BACKFLOW PREVENTOR	HWB	HOT WATER BOILER	SG	SLIDE GATE
BLR	BLOWER	HWP	HEATING WATER PUMP	SGL	SIGHT GLASS
BPV	BACK PRESSURE VALVE	I/P	CURRENT TO PNEUMATIC TRANSDUCER	SGR	SLUDGE GRINDER
BPV	BACK PRESSURE VALVE	ICP	INSTRUMENTATION CONTROL PANEL	SHW	SHOWER
BRC	BRIDGE CRANE	IM	ICE MACHINE	SHT	SLUDGE HOLDING TANK
BT	BULK TOTE	IQ	INJECTION QUILL	SLG	SLUICE GATE
BV	BALL VALVE	ISW	INTERRUPTING SWITCH	SM	STATIC MIXER
BWP	BACKWASH PUMP	KGV	KNIFE GATE VALVE	SNK	SINK
CAV	COMBINATION AIR/VACCUUM RELEASE VALVE	LCG	LEVEL CONTROL GATE	SP	SUMP PUMP
CC	CALIBRATION COLUMN	LCV	LEVEL (FLOAT) CONTROL VALVE	SRP	SOLIDS REMOVAL PUMP
CCCC	CLOSED CIRCUIT CAMERA CONTROL	LS	LIMIT SWITCH	SRV	SURGE RELIEF VALVE
CCTV	CLOSED CIRCUIT TV	LVR	LOUVER	SS	SELECTOR SWITCH
CFP	CHEMICAL FEED PUMP	MEM	MEMBRANE	STP	SLUDGE TRANSFER PUMP
CHU	CHILLING UNIT	METER	CONSUMPTION METER	STR	STRAINER
CL	CHLORINATOR	MF	MICROFILTRATION	SUM	SUBMERSIBLE MIXER
CLO	CHLORINE DIOXIDE GENERATOR	MGS	MULTI-TRAY GRIT SEPARATION UNIT	SV	SOLENOID VALVE
CMD	COMMODE	MSM	MECHANICAL SURFACE MIXER	T	TANK
CR	CONTROL ROOM	MU	MUFFLER	TMX	TANK MIXER
CSV	CORPORATION STOP VALVE	MX	MIXER	UA	MULTIVARIABLE ALARM
CTR	COOLING TOWER	NV	NEEDLE VALVE	UH	UNIT HEATER
CU	CONDENSER UNIT	OCS	ODOR CONTROL SYSTEM	UPS	UNINTERRUPTED POWER SOURCE
CV	CHECK VALVE	OD	OVERHEAD DOOR	UR	URINAL
DCP	DECANT PUMP	P	PUMP	VF	VENT FAN
DPI	DIFFERENTIAL PRESSURE INDICATOR	P/I	PNEUMATIC TO CURRENT TRANSDUCER	VH	VAPOR HEATER
DV	DIAPHRAGM VALVE	PAB	PROCESS AIR BLOWER	VTF	VENTURI TUBE FLOWMETER
DWP	DEWATERING PRESS	PC	PRIMARY CLARIFIER	WG	WEIR GATE
ED	EDUCTOR	PCV	PRESSURE CONTROL VALVE	WH	WATER HEATER
EJ	EJECTOR	PD	PULSATION DAMPNER	WIT	WEIGHT INDICATING TRANSMITTER
EWS	EYEWASH/EMERGENCY SHOWER	PLC	PROGRAMMABLE LOGIC CONTROLLER	WL	WARNING LIGHT
EXF	EXHAUST FAN	PRD	PRESSURE RUPTURE DISK	WSP	WASTE SLUDGE PUMP
FAB	FOUL AIR BLOWER	PV	PLUG VALVE	WTR	WATER FOUNTAIN
FC	FINAL CLARIFIER	PRV	PRESSURE REDUCING VALVE	WWP	WASH WATER PUMP
FCV	FLOW CONTROL VALVE	PUS	PROXIMITY ULTRASOUND SENSOR	Y	CONVERTER
FH	FIRE HYDRANT	PV	PLUG VALVE	YS	"Y" STRAINER
FIRE	FIRE PROTECTION SYSTEM	PWP	PLANT WATER PUMP		
FLT	FILTER	PWRC	POWER CENTER		

SHEET DISCIPLINE CODES

G	GENERAL PROJECT INFORMATION
C	SITE-CIVIL
X	DEMOLITION
A	ARCHITECTURAL
D	PROCESS
M	MECHANICAL (HVAC)
S	STRUCTURAL
P	PLUMBING
E	ELECTRICAL
Y	INSTRUMENTATION AND CONTROL

EQUIPMENT TAGGING CONVENTION

XX-XXX-XXXX	AREA CODE (2 DIGITS)
XX-**XXX**-XXXX	EQUIPMENT CODE (2-4 LETTERS)
XX-XXX-**X**XXX	SUBAREA CODE (1 DIGIT)
XX-XXX-X**X**XX	TRAIN NUMBER (1 DIGIT)
XX-XXX-XX**XX**	ITEM NUMBER (2 DIGITS)

PIPE TAGGING CONVENTION

XX-XXX-XXX	PIPE SIZE (1-2 DIGITS)
XX-**XXX**-XXX	SERVICE CODE (3 LETTERS)
XX-XXX-**XXX**	PIPE MATERIAL (2-3 LETTERS)

AREA CODES

AREA CODE	PLANT AREA DESCRIPTION
00	GENERAL
01	SITE
02	RAW WATER AND PRETREATMENT SYSTEMS
03	MEMBRANE SYSTEMS
04	FINISHED WATER SYSTEMS
05	WASTE HANDLING SYSTEMS
06	CHEMICAL SYSTEMS
07	SUPPORT SYSTEMS
08	ELECTRICAL AND CONTROLS
09	SCHEDULES AND STANDARD DETAILS

PIPING SERVICES

SYMBOL	SERVICE
ALP	AIR LOW PRESSURE
BW	BACKWASH
CNA	CONTROL AIR
CHV	CHEMICAL VENT
CHW	CLEANING CHEMICAL WASTE
CIO2	CHLORINE DIOXIDE
CSE	COARSE SCREEN EFFLUENT
CW	COLD (POTABLE) WATER
D	DRAIN LINE
DCW	COLD DOMESTIC WATER
DHCW	HOT CIRCULATED DOMESTIC WATER
DHW	HOT DOMESTIC WATER
EFF	EFFLUENT
EQD	EQUALIZATION DRAIN
EQR	EQUALIZATION RETURN
FCE	FINAL CLARIFIER EFFLUENT
FCI	FINAL CLARIFIER INFLUENT
FIRE	FIRE PROTECTION LINE
FM	FORCE MAIN
IW	IRRIGATION WATER
FW	FINISHED WATER
MF	MICROFILTRATION
NPW	NON-POTABLE WATER
OF	OVERFLOW LINE
PEX	POLYETHLENE EXTRUDED PIPE
POLY	POLYMER
POTW	POTABLE WATER
RO	REVERSE OSMOSIS
RU	REUSE WATER
RW	RAW WATER
SA	SAMPLE
SAN	SANITARY SEWER
SE	SECONDARY EFFLUENT
SLG	SLUDGE
SMD	SAMPLE DRAIN
SR	SURGE RELIEF
STL	STEEL
SWR	SEWER
VT	VENT
VTR	VENT THROUGH ROOF
W	WASTE

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02/18/2025

Bret Thompson

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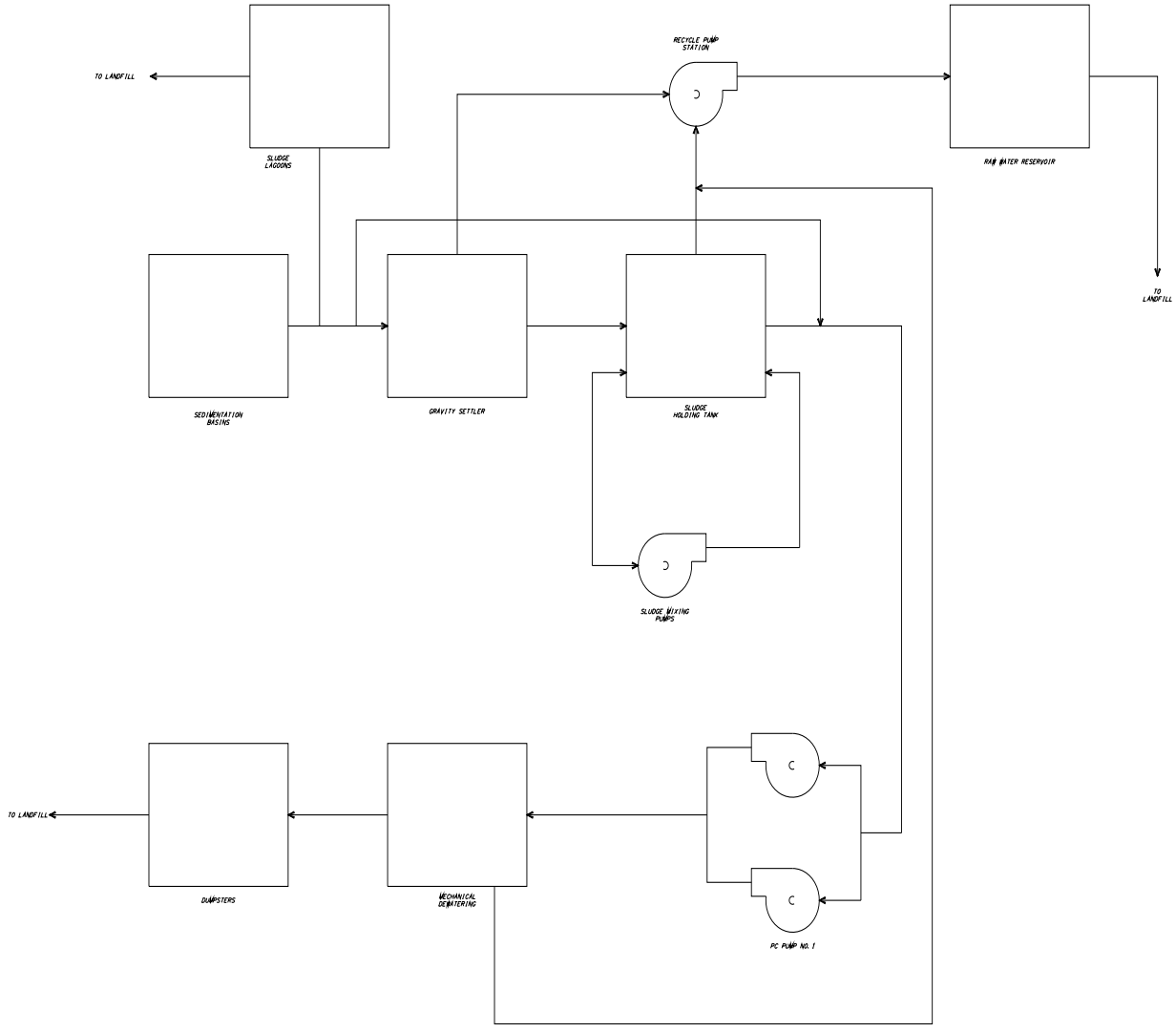
CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

TAGGING CONVENTIONS

PROJECT NO.:	8207
SEQUENCE No.	4 OF 49
SHEET No.	4

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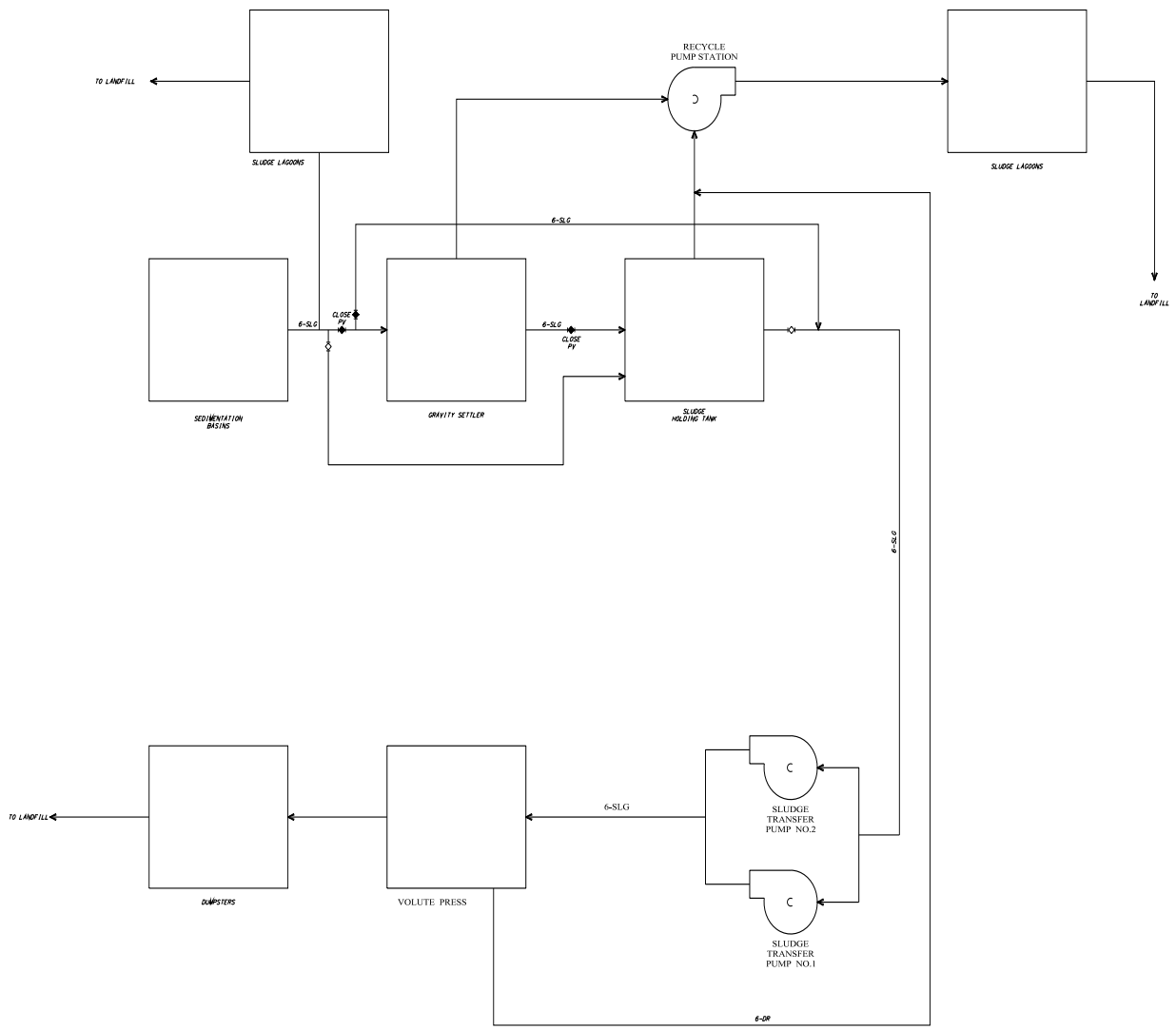
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CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

EXISTING PROCESS FLOW DIAGRAM

PROJECT NO.: 8207
SEQUENCE No. 5 OF 49
SHEET No. 5



NO.	REVISION	DATE
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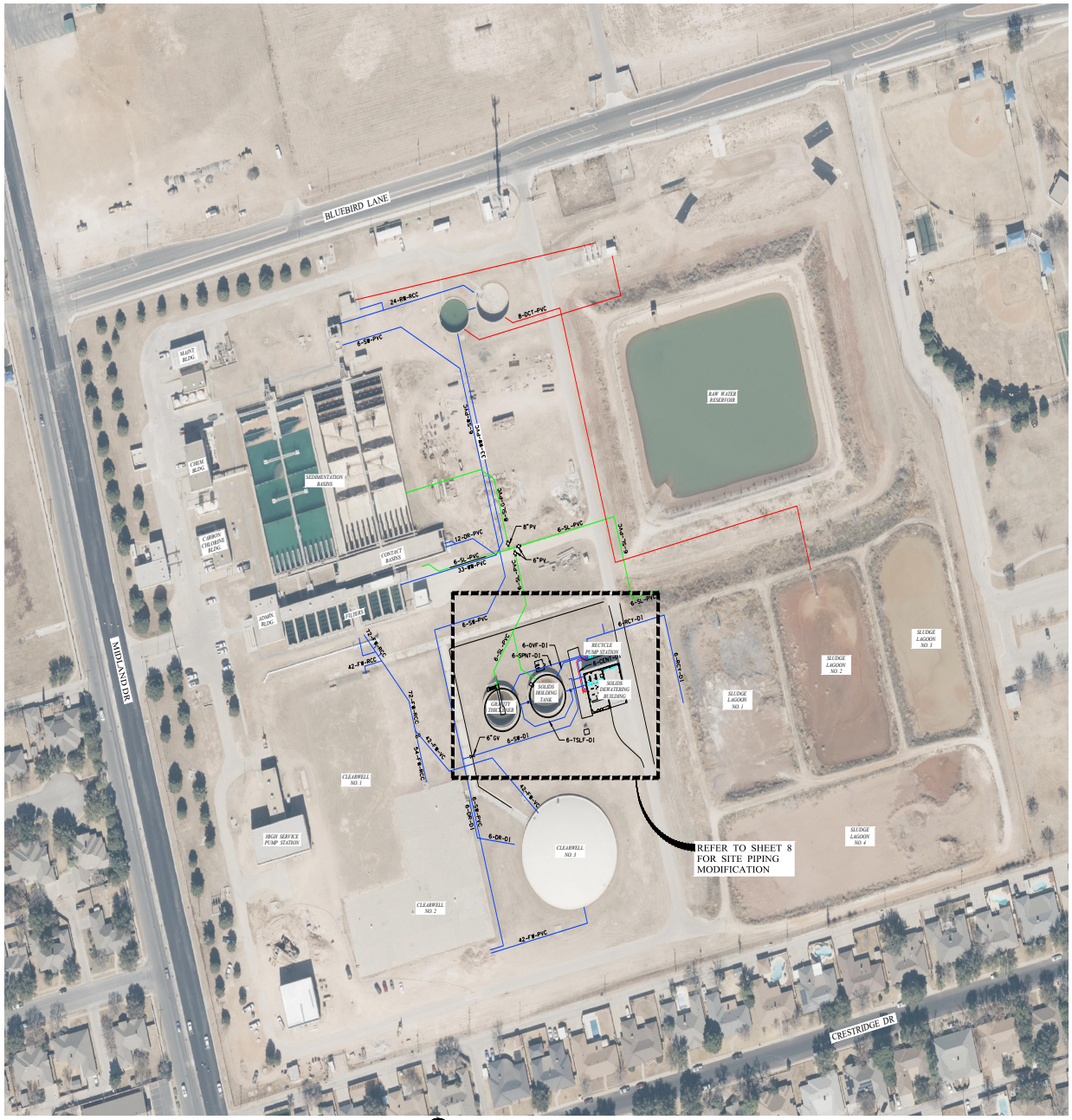
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CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

MODIFIED PROCESS FLOW DIAGRAM

PROJECT NO.: 8207
SEQUENCE No. 6 OF 49
SHEET No. 6



OVERALL SITE MAP
SCALE: 1" = 100'

LEGEND

- SANITARY SEWER CLEANOUT
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- POWER POLE
- SIGN
- SIGN - FIBER
- GUY ANCHOR
- CHAINLINK FENCE
- SANITARY SEWER LINE
- EXISTING WATER LINE
- OVERHEAD ELECTRIC
- OVERHEAD TELEPHONE

UTILITY WARNING

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

NOTES

1. FOR ADDITIONAL NOTES REFER TO SHEET 03.
2. ALL ITEMS ON THIS SHEET ARE EXISTING.
3. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND LINES.

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

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02/18/2025

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DATE 2/18/2025

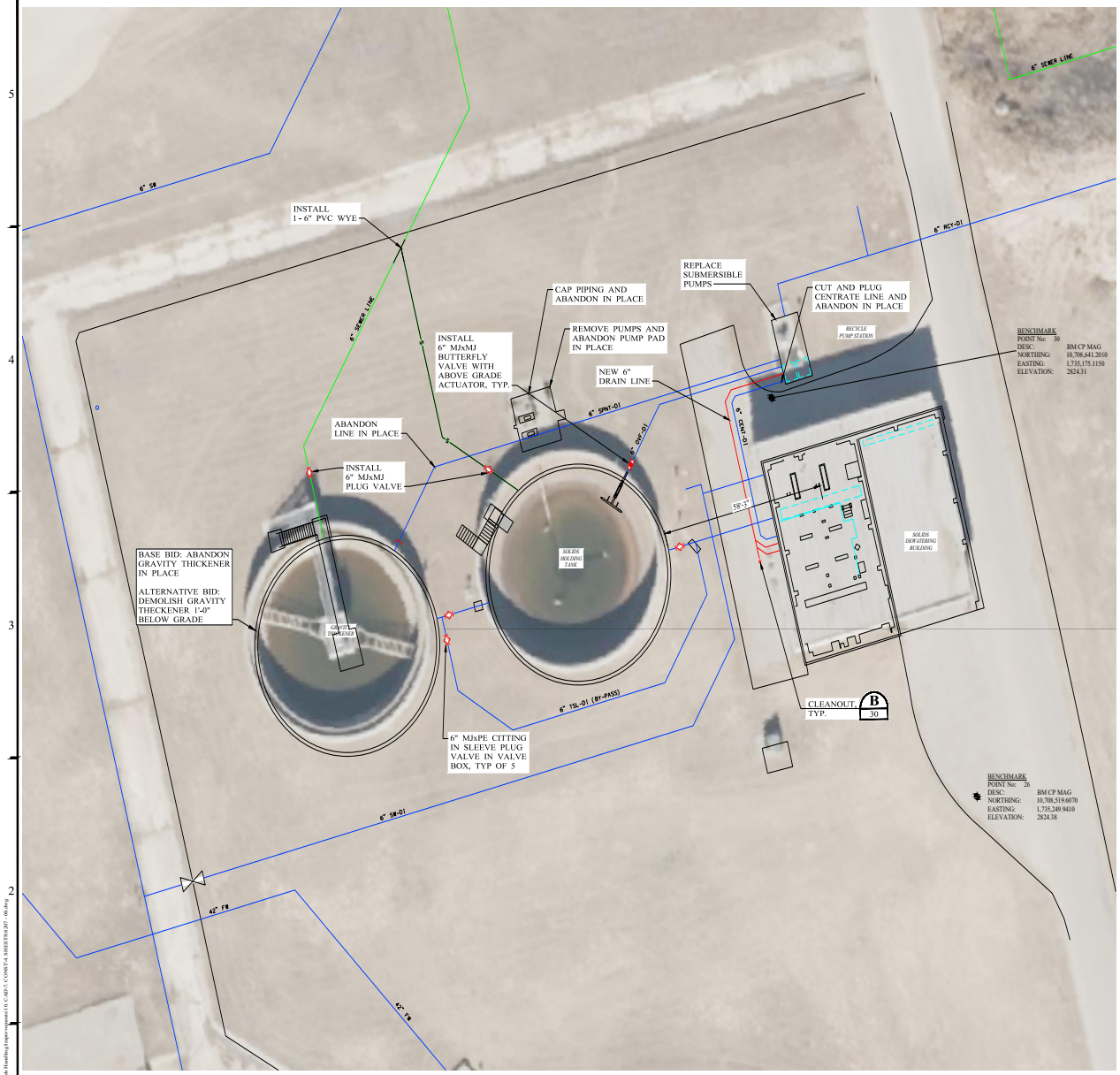
CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

OVERALL SITE MODIFICATION PLAN

PROJECT NO.: 8207
SEQUENCE No. 7 OF 49
SHEET No. 7

C:\Projects\Midland\8207 W & WW Utilities PSA (2022-2025)\Task Order No. 3 WPP-Solids Handling\Improvements\01 CAD\7. CONST'd. SHEETS\8207_07.dwg



INSET
SCALE: 1" = 20'

LEGEND

- SANITARY SEWER CLEANOUT
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- POWER POLE
- SIGN
- SIGN - FIBER
- GUY ANCHOR
- CHAINLINK FENCE
- SANITARY SEWER LINE
- EXISTING WATER LINE
- OVERHEAD ELECTRIC
- OVERHEAD TELEPHONE

UTILITY WARNING

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

NOTES

1. INDIVIDUAL MECHANICAL AND PLUMBING SHEETS IDENTIFY PROCESS AND BUILDING PIPING ASSOCIATED WITH INDIVIDUAL PROCESS UNITS AND BUILDINGS.
2. ALL PIPING UNDER CONCRETE SLABS SHALL BE PRESSURE TESTED PRIOR TO CONCRETE BEING PLACED.
3. ALL PIPING UNDER CONCRETE SLABS SHALL BE ENCASED IN CONCRETE. REFER TO DETAIL G ON SHEET 09C-03. EXTEND CONCRETE ENCASEMENT A MINIMUM OF 3 FEET BEYOND THE BUILDING UNLESS OTHERWISE SPECIFIED.
4. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES.
5. CONTRACTOR SHALL REPAIR UTILITY LINES THAT MAY BECOME DAMAGED BY CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.
6. WHEN CROSSING UNDER EXISTING UTILITIES, PROVIDE ADEQUATE SUPPORT TO KEEP EXISTING UTILITY IN SERVICE. RE-COMPACT ALL TRENCH AREAS WITHIN 5 FEET OF EXISTING UTILITY DURING BACKFILL VIA 6" LIFTS TO 95% STANDARD PROCTOR DENSITY UP TO THE SPRING LINE OF THE EXISTING UTILITY. THERE SHALL BE A MINIMUM OF 24" VERTICAL SEPARATION BETWEEN OUTSIDE DIAMETERS (O.D.'S) OF PIPE (OR PIPE ENCASEMENT) AT CROSSING.
7. ALL FITTINGS SHALL BE RESTRAINED WITH MECHANICAL JOINT RESTRAINTS.
8. ALL METAL OR IRON PIPE, FITTINGS, ETC. BELOW GRADE SHALL BE POLY WRAPPED WITH MINIMUM 8-MIL PLASTIC.
9. ALL YARD PIPING SHALL HAVE A MINIMUM OF 36" OF COVER. WHERE THIS CANNOT BE ACHIEVED, PIPE SHALL BE CONCRETE ENCASED IN ACCORDANCE WITH DETAIL G ON SHEET 09D-03. COORDINATE WITH ENGINEER ON ALL INSTANCES WHERE PIPES CANNOT BE INSTALLED WITH 36" OF COVER.
10. ALL PIPE BENDS SHALL BE MADE WITH APPROPRIATE MECHANICALLY RESTRAINED FITTINGS.
11. PIPE JOINT DEFLECTIONS SHALL BE NO GREATER THAN 75 PERCENT OF THE MANUFACTURER'S RECOMMENDED MAXIMUM DEFLECTION, UNLESS APPROVED BY ENGINEER. THE CONTRACTOR SHALL FURNISH AND INSTALL APPROPRIATE JOINTS AND FITTINGS WHEREVER REQUIRED TO COMPLETE PIPELINE INSTALLATIONS AS SHOWN.
12. AT EACH PIPELINE CROSSING WITH PIPES 8" IN DIAMETER OR GREATER, CONTRACTOR SHALL USE CEMENT-STABILIZED SAND A MINIMUM OF 3' IN EACH DIRECTION OF EACH PIPE FROM BOTTOM OF LOWEST TRENCH TO TOP OF HIGHEST PIPE.

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

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02/18/2025

Bret Thompson

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DRAWN BY: J. SALINAS, D. BORCIK
CHECKED BY: B. THOMPSON
SCALE: AS NOTED
DATE: 2/18/2025

CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

8-76

May 13, 2025

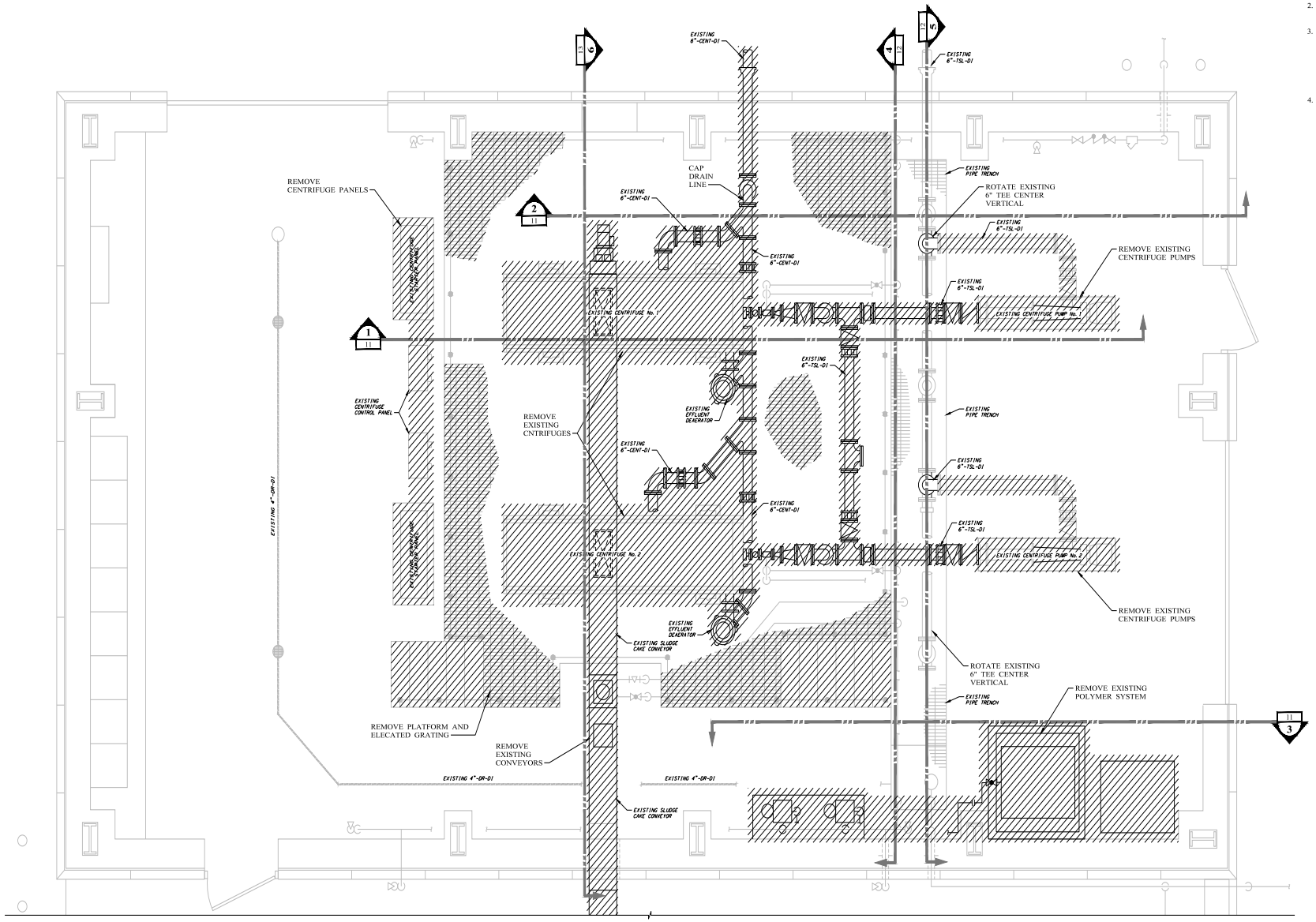
ENLARGED SITE MODIFICATION PLAN

PROJECT NO.: 8207
SEQUENCE No.: 8 OF 49
SHEET No.: 8

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NOTES

1. FOR ADDITIONAL NOTES. REFER TO SHEET 03.
2. FACILITY MUST REMAIN IN OPERATION THROUGHOUT CONSTRUCTION.
3. ALL ITEMS ON THIS SHEET ARE EXISTING UNLESS OTHERWISE INDICATED. CONTRACTOR TO FIELD VERIFY ALL EXISTING PIPING, STRUCTURE AND UTILITIES, PRIOR TO CONSTRUCTION. CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY OF ANY DEVIATIONS.
4. CONTRACTOR TO COORDINATE WITH OWNER TO SALVAGE AND STORE ANY REMOVED EQUIPMENT INTENDED FOR SALVAGE.



SLUDGE DEWATERING BUILDING DEMOLITION PLAN

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

PACKET

02/18/2025

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CHECKED BY B. THOMPSON
SCALE 3/8" = 1'-0"
DATE 2/18/2025

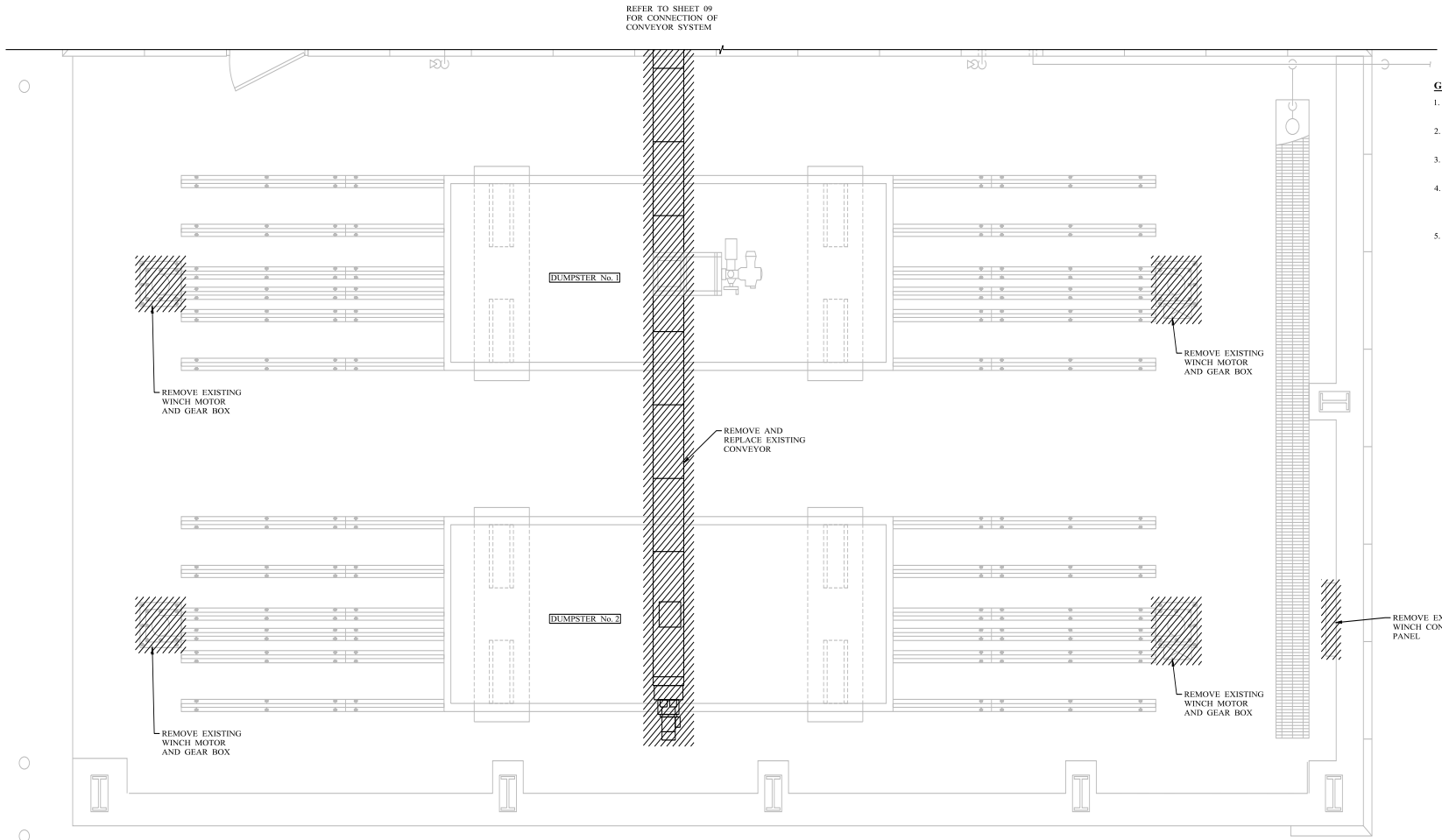
CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

8,762

May 13, 2025

SLUDGE DEWATERING BUILDING DEMOLITION PLAN

PROJECT NO.: 8207
SEQUENCE No. 9 OF 49
SHEET No. 9



GENERAL NOTES

1. PROVIDE FOUR (4) ALL-THREAD S.S. TIE RODS AT EXPANSION JOINTS.
2. VALVES 1" AND SMALLER ARE SHOWN WITHOUT TAG NUMBERS.
3. PIPES AND FITTINGS ARE SHOWN TYPICAL FOR EACH PUMP.
4. ALL PIPE SUPPORTS ARE NOT SHOWN PROVIDE PIPE SUPPORTS. PIPE SUPPORTS SHALL BE LOCATED AT MAXIMUM 5' CENTER TO CENTER SPACING.
5. CONVEYOR SYSTEM
   BASE BID:
   4 NEW CONVEYORS

SLUDGE DEWATERING BUILDING PLAN

NO.	REVISION	DATE
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PACKET

02/18/2025

Brent Thompson

STATE OF TEXAS — BRET J. THOMPSON — 145281 — LICENSED PROFESSIONAL ENGINEER

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PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 10011900

8,763

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CHECKED BY: B. THOMPSON
SCALE: 3/8" = 1'-0"
DATE: 2/18/2025

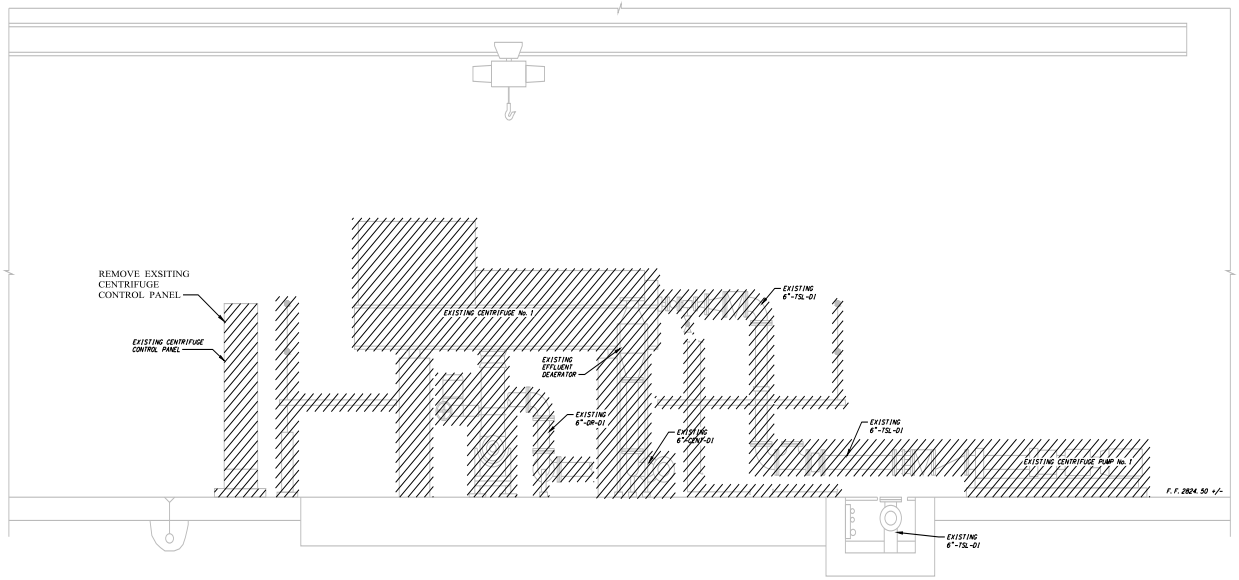
CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

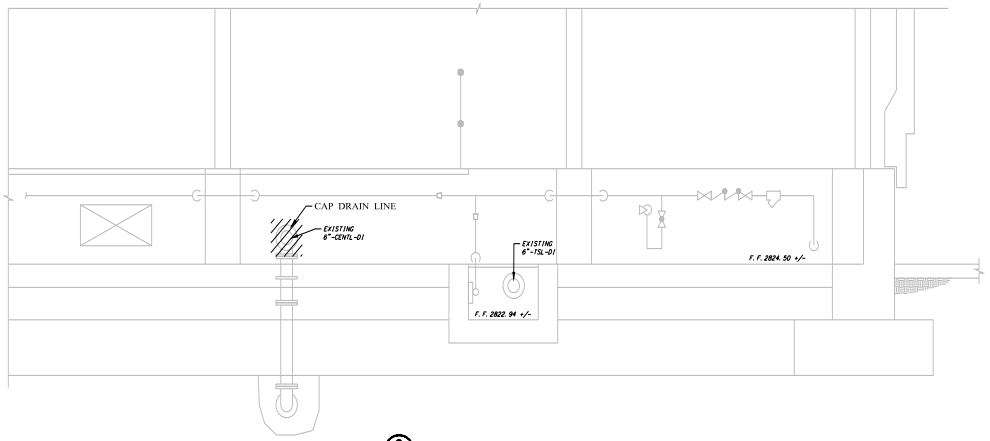
SLUDGE DEWATERING LOADING AREA DEMOLITION PLAN

PROJECT NO.: 8207
SEQUENCE No.: 10 OF 49
SHEET No.: 10

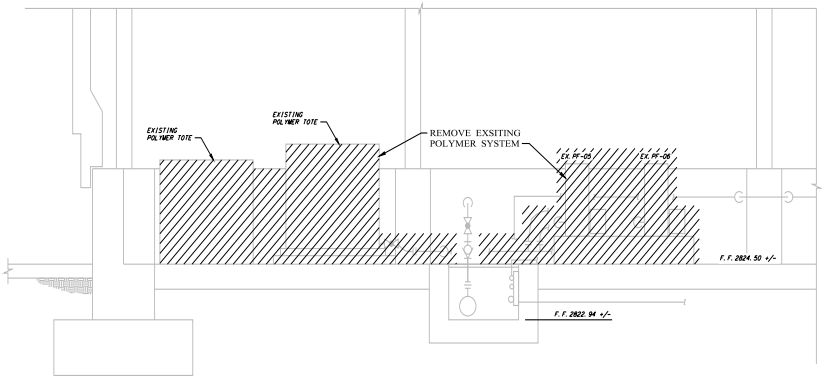
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1/9 **SECTION**



2/9 **SECTION**



3/9 **SECTION**

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

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Bret Thompson

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BRET J. THOMPSON
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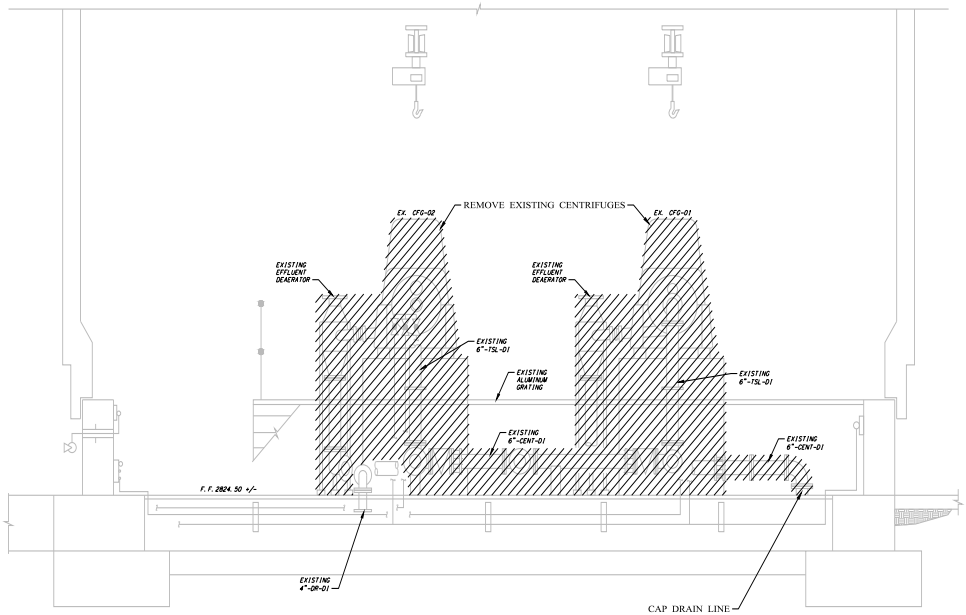
DESIGNED BY B. THOMPSON
DRAWN BY J. SALINAS D. BORCIK
CHECKED BY B. THOMPSON
SCALE 3/8" = 1'-0"
DATE 2/18/2025

CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

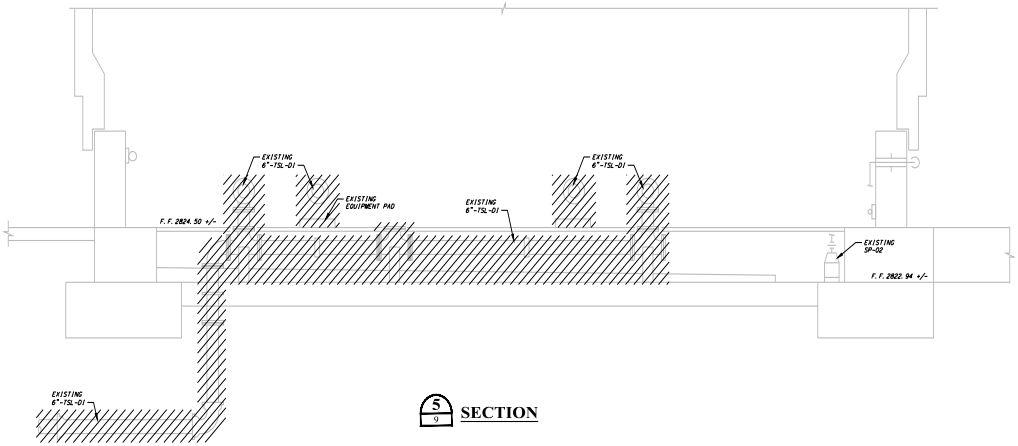
May 13, 2025

SLUDGE DEWATERING BUILDING
DEMOLITION SECTIONS

PROJECT NO.: 8207
SEQUENCE No. 11 OF 49
SHEET No. 11



4/9 SECTION



5/9 SECTION

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

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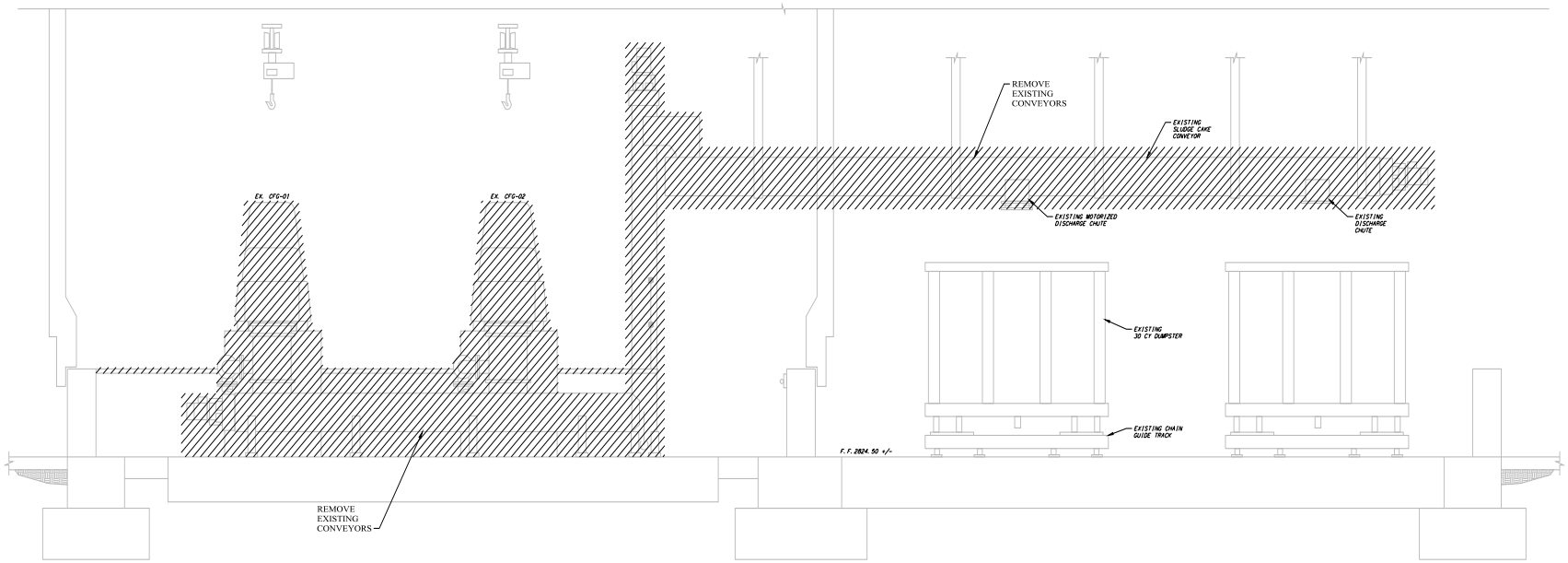
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DATE 2/18/2025

CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

SLUDGE DEWATERING BUILDING
DEMOLITION SECTIONS

PROJECT NO.: 8207
SEQUENCE No. 12 OF 49
SHEET No. 12

8765
May 13, 2025



6/9 **SECTION**

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

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02/18/2025

Bret Thompson

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BRET J. THOMPSON
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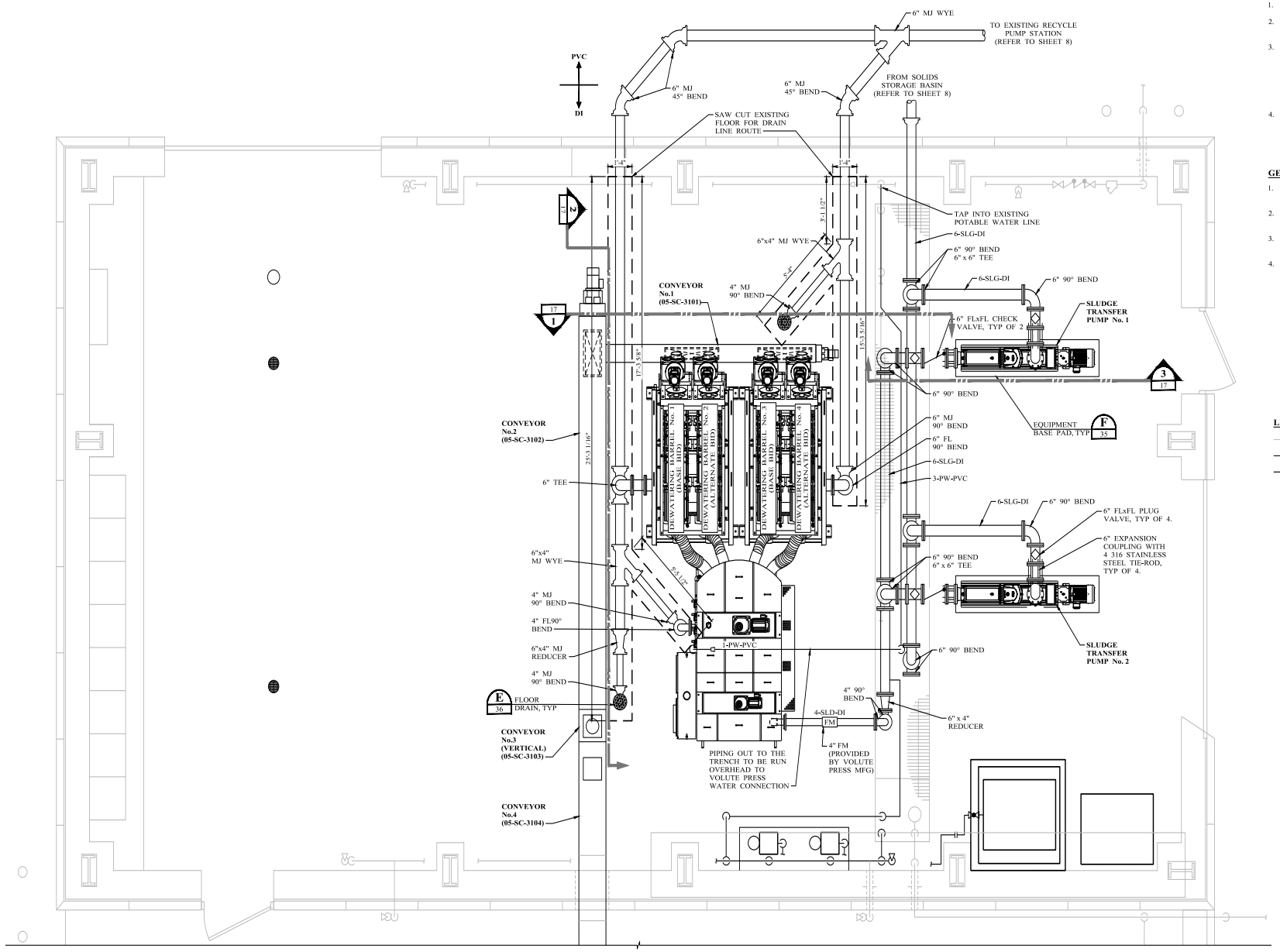
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CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

SLUDGE DEWATERING BUILDING
DEMOLITION SECTIONS

PROJECT NO.: 8207
SEQUENCE No. 13 OF 49
SHEET No. 13



SLUDGE DEWATERING BUILDING PLAN

NOTES

1. FOR ADDITIONAL NOTES. REFER TO SHEET 03.
2. FACILITY MUST REMAIN IN OPERATION THROUGHOUT CONSTRUCTION.
3. ALL ITEMS ON THIS SHEET ARE EXISTING UNLESS OTHERWISE INDICATED. CONTRACTOR TO FIELD VERIFY ALL EXISTING PIPING, STRUCTURE AND UTILITIES, PRIOR TO CONSTRUCTION. CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY OF ANY DEVIATIONS.
4. REFER TO SHEET 29 FOR THE P&ID FOR THE VOLUTE PRESS SYSTEM

GENERAL NOTES

1. PROVIDE FOUR (4) ALL-THREAD S.S. TIE RODS AT EXPANSION JOINTS.
2. VALVES 1" AND SMALLER ARE SHOWN WITHOUT TAG NUMBERS.
3. PIPES AND FITTINGS ARE SHOWN TYPICAL FOR EACH PUMP.
4. ALL PIPE SUPPORTS ARE NOT SHOWN PROVIDE PIPE SUPPORTS. PIPE SUPPORTS SHALL BE LOCATED AT MAXIMUM 5' CENTER TO CENTER SPACING.

LEGEND

- EXISTING CHEMICAL LINE
- EXISTING WATER LINE
- PROPOSED WATER LINE

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

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02/18/2025

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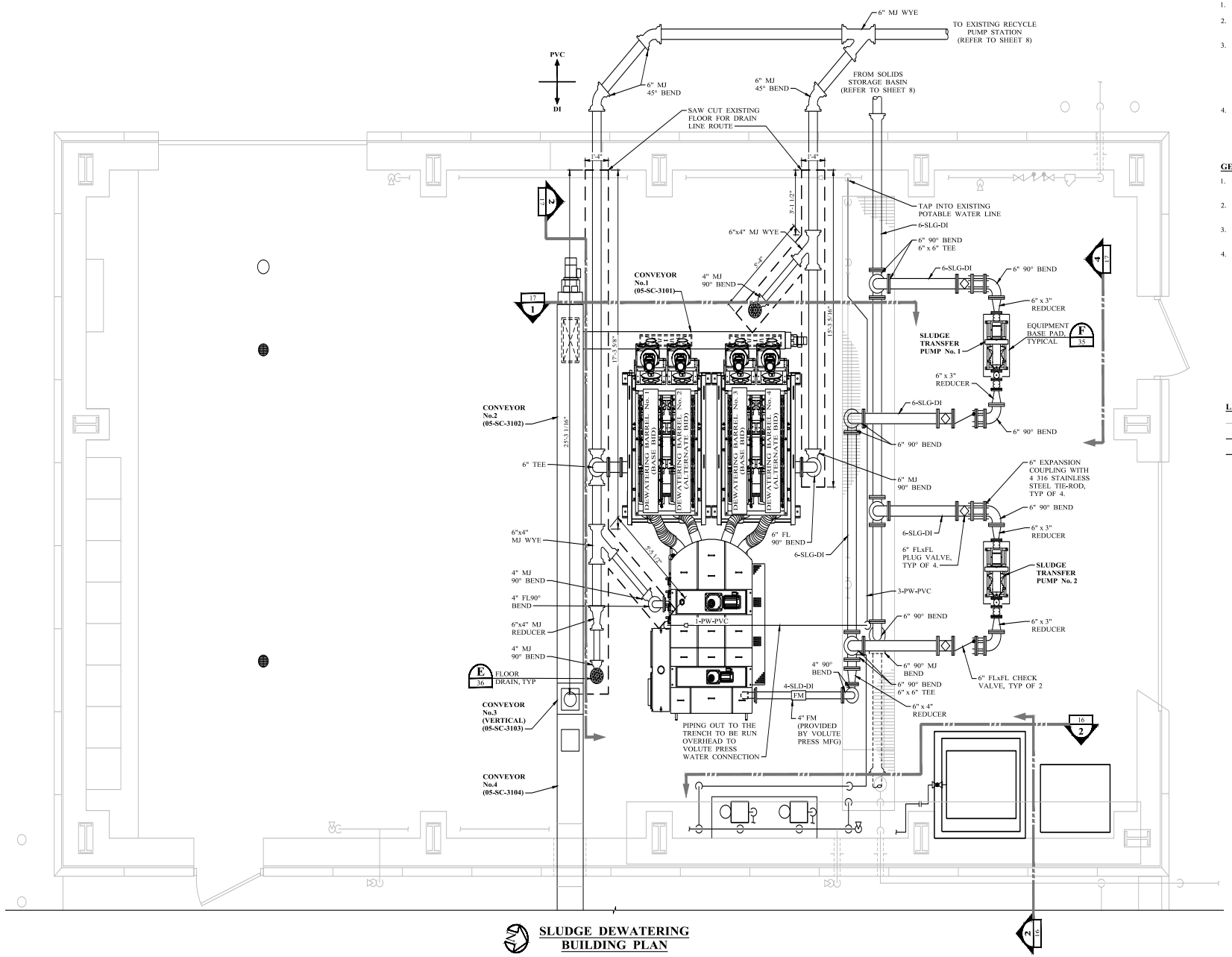
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CITY OF MIDLAND WATER PURIFICATION PLANT SOLIDS HANDLING IMPROVEMENTS MIDLAND, TEXAS

SLUDGE DEWATERING BUILDING MODIFICATION PLAN

PROJECT NO.: 8207
SEQUENCE No. 14 OF 49
SHEET No. 14

8 767
May 13, 2025



SLUDGE DEWATERING BUILDING PLAN

NOTES

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GENERAL NOTES

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LEGEND

- EXISTING CHEMICAL LINE
- EXISTING WATER LINE
- PROPOSED WATER LINE

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

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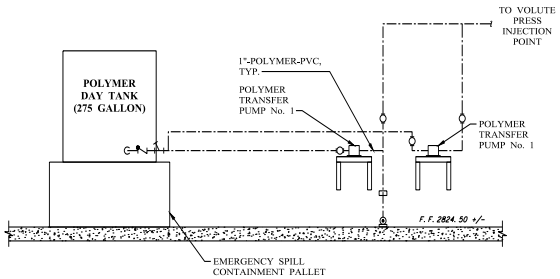
DESIGNED BY	SCALE
B. THOMPSON	3/8" = 1'-0"
DRAWN BY: J. SALINAS, D. BORCIK	DATE: 2/18/2025
CHECKED BY: B. THOMPSON	

CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

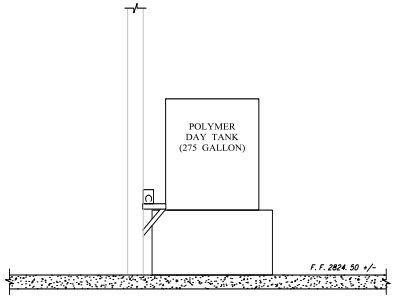
May 13, 2025

SLUDGE DEWATERING BUILDING MODIFICATION PLAN (ALT - BID)

PROJECT NO.:	8207
SEQUENCE No.	15 OF 49
SHEET No.	15



1 SECTION



2 SECTION

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

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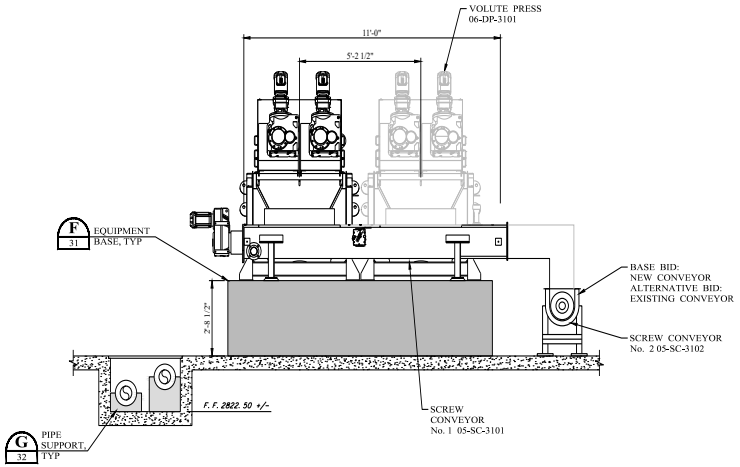
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CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

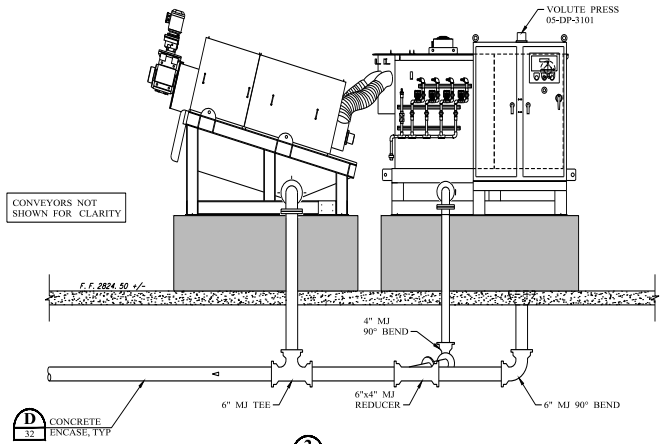
May 13, 2025

POLYMER SYSTEM VIEWS

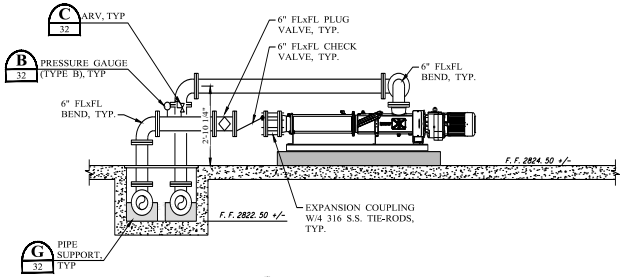
PROJECT NO.: 8207
SEQUENCE No. 16 OF 49
SHEET No. 16



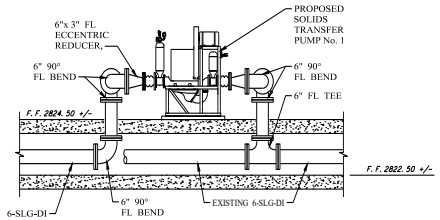
1 / 13 **CONVEYOR SECTION**



2 / 13 **SECTION**



3 / 13 **PUMP SECTION**



4 / 14 **PUMP SECTION (ADDITIVE ALTERNATIVE)**

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

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02/18/2025

Bret J. Thompson

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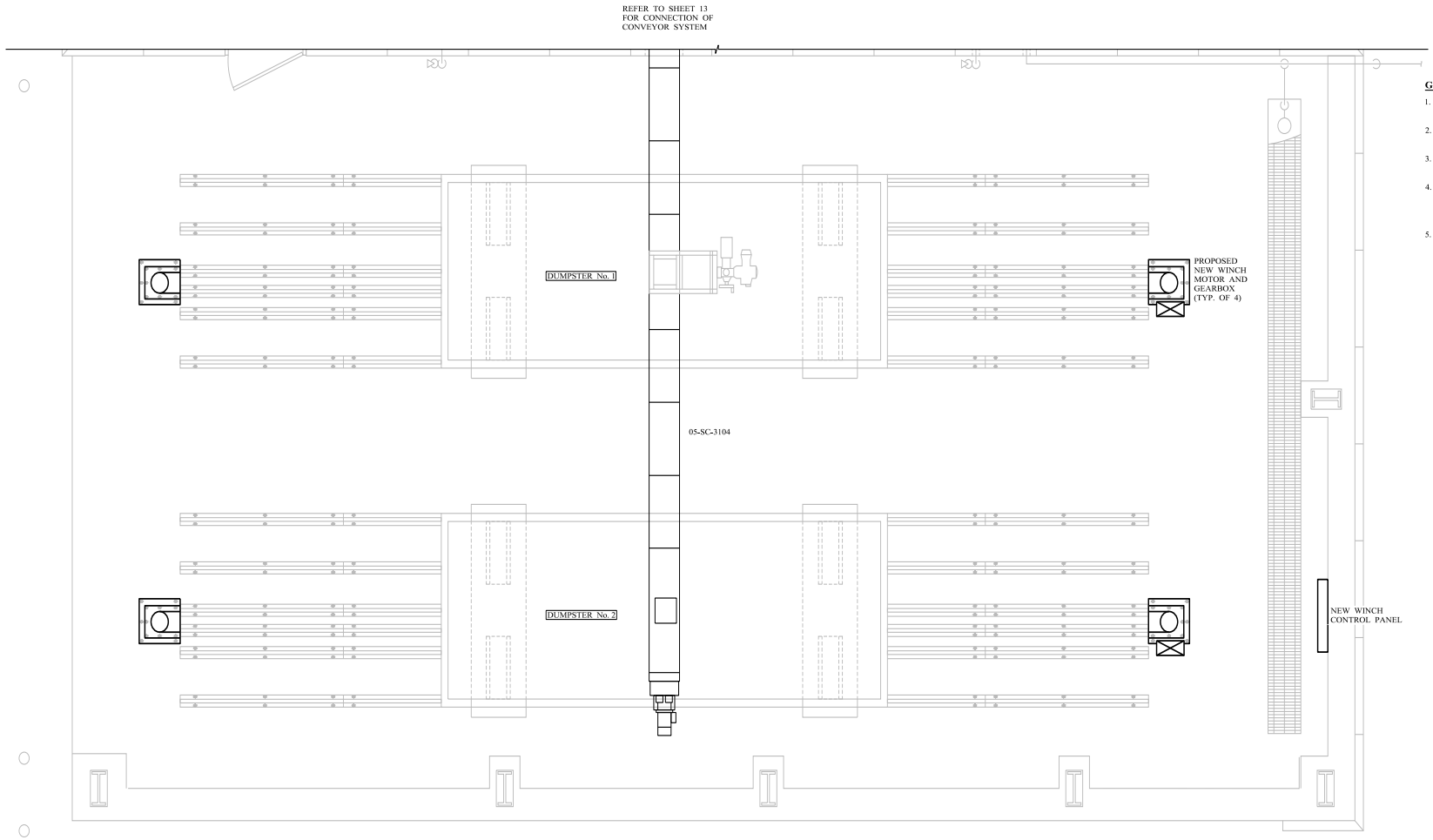
CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

SLUDGE DEWATERING BUILDING
MODIFICATION SECTIONS

PROJECT NO.: 8207
SEQUENCE No. 17 OF 49
SHEET No. 17

8770

May 13, 2025



GENERAL NOTES

1. PROVIDE FOUR (4) ALL-THREAD S.S. TIE RODS AT EXPANSION JOINTS.
2. VALVES 1" AND SMALLER ARE SHOWN WITHOUT TAG NUMBERS.
3. PIPES AND FITTINGS ARE SHOWN TYPICAL FOR EACH PUMP.
4. ALL PIPE SUPPORTS ARE NOT SHOWN PROVIDE PIPE SUPPORTS. PIPE SUPPORTS SHALL BE LOCATED AT MAXIMUM 5' CENTER TO CENTER SPACING.
5. CONVEYOR SYSTEM
   BASE BID:
   4 NEW CONVEYORS

SLUDGE DEWATERING BUILDING PLAN

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

PACKET

02/18/2025

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145281
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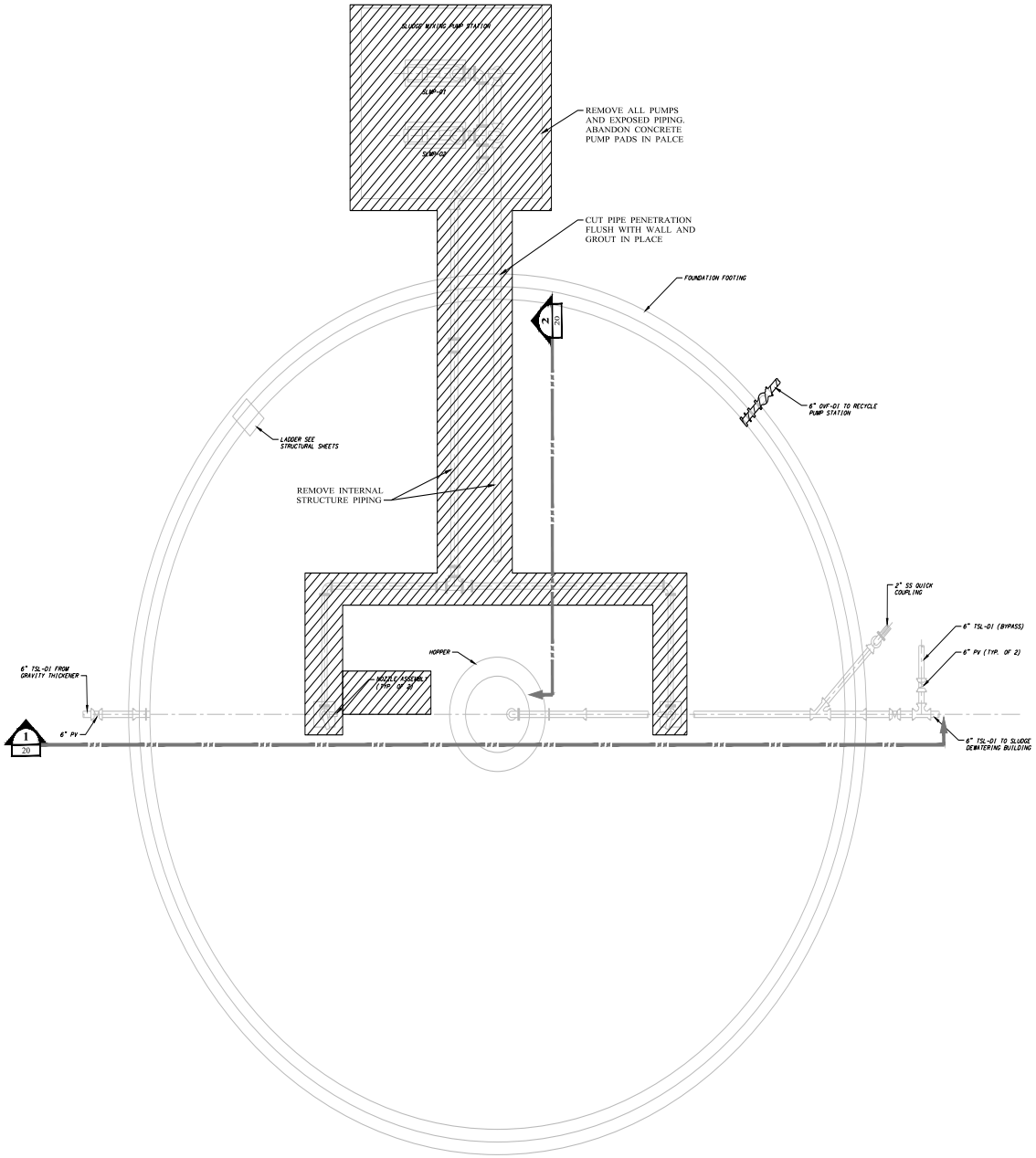
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CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

SLUDGE DEWATERING LOADING AREA MODIFICATION PLAN

PROJECT NO.: 8207
SEQUENCE No. 18 OF 49
SHEET No. 18

87
May 13, 2025



SOLIDS HOLDING BASIN DEMOLITION PLAN

SCALE: 3/16" = 1'-0"

NOTES

1. FOR ADDITIONAL NOTES. REFER TO SHEET 03.
2. FACILITY MUST REMAIN IN OPERATION THROUGHOUT CONSTRUCTION.
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4. CONTRACTOR TO COORDINATE WITH OWNER TO SALVAGE AND STORE ANY REMOVED EQUIPMENT INTENDED DOR SALVAGE.

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CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

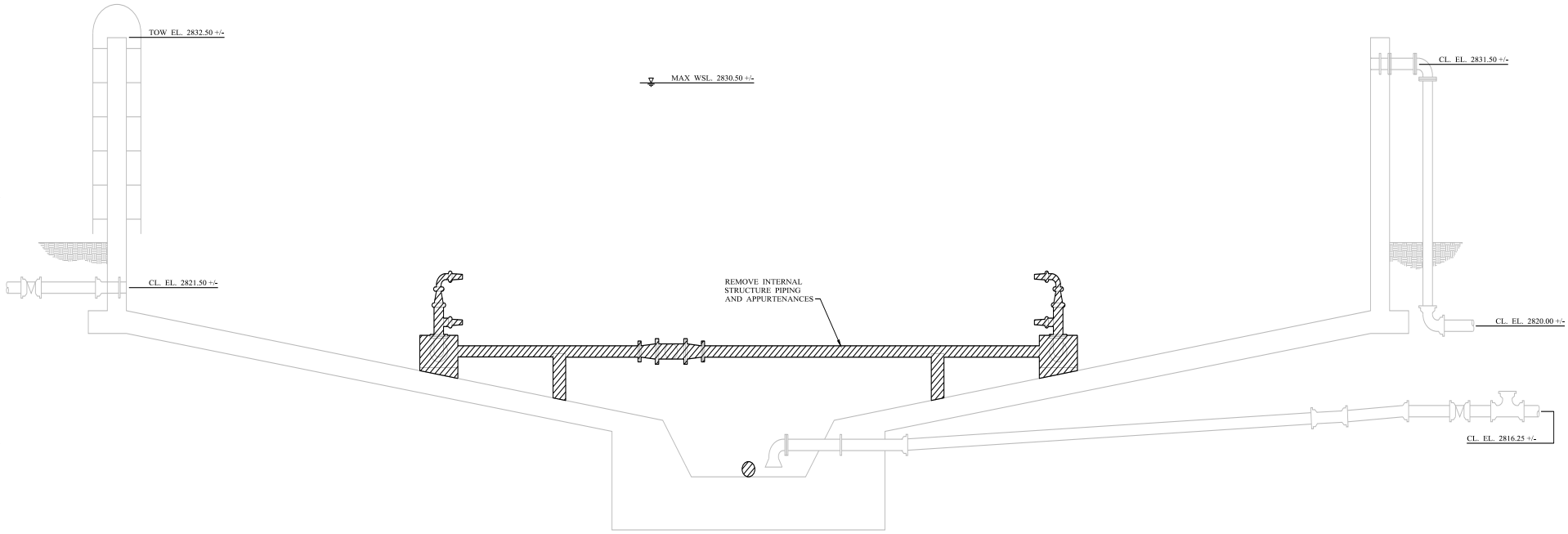
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May 13, 2025

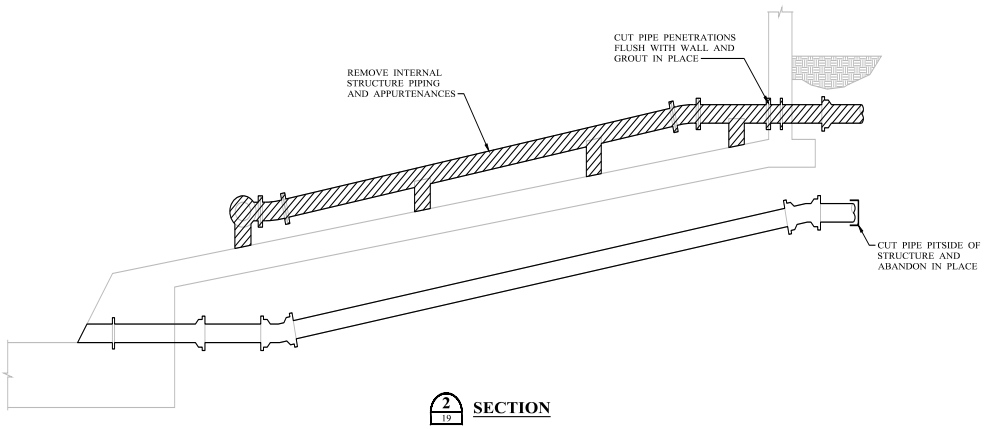
SOLIDS HOLDING BASIN DEMOLITION PLAN

PROJECT NO.: 8207
SEQUENCE No. 19 OF 49
SHEET No. 19

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1/19 **SECTION**
SCALE: 3/8" = 1'-0"



2/19 **SECTION**

NO.	REVISION	DATE
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CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

8773

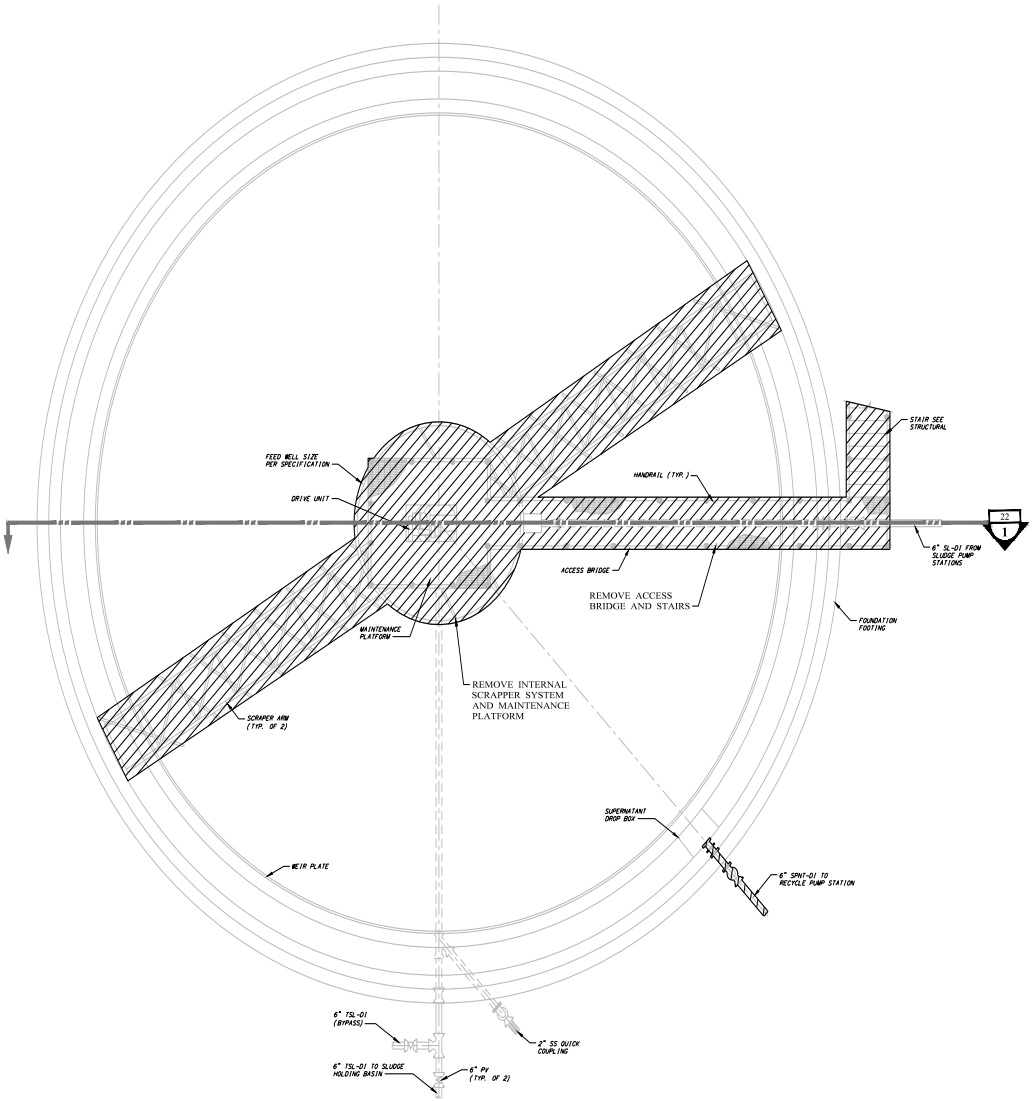
May 13, 2025

SOLIDS HOLDING BASIN
DEMOLITION SECTION

PROJECT NO.: 8207
SEQUENCE No. 20 OF 49
SHEET No. 20

NOTES

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GRAVITY THICKENER DEMOLITION PLAN

NO.	REVISION	DATE
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02/18/2025

Bret Thompson

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8 of 4

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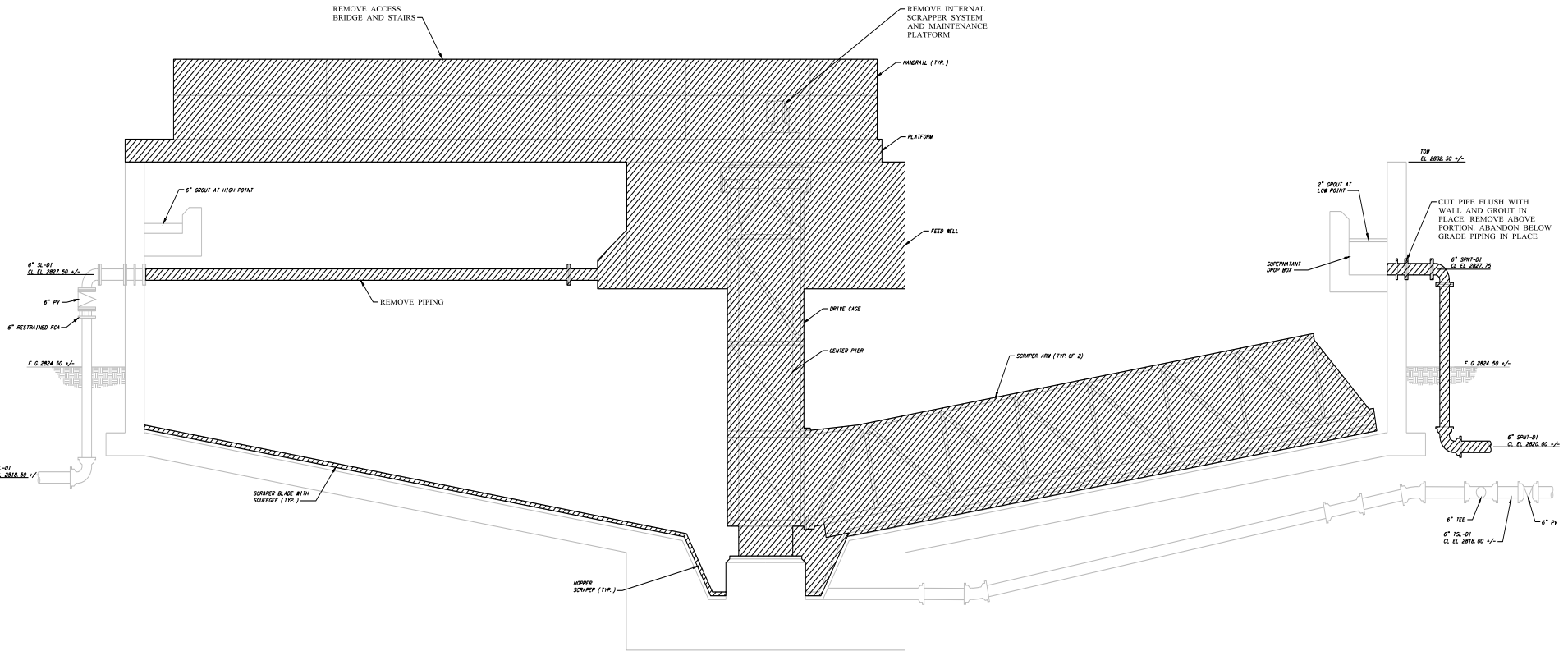
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DRAWN BY: J. SALINAS, D. BORCIK
CHECKED BY: B. THOMPSON
SCALE: 3/16" = 1'-0"
DATE: 2/18/2025

CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

GRAVITY THICKENER DEMOLITION PLAN

PROJECT NO.: 8207
SEQUENCE No.: 21 OF 49
SHEET No.: 21



1 / 21 **SECTION**

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

PACKET

02/18/2025

Bret Thompson

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8775

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DESIGNED BY: B. THOMPSON
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SCALE: 3/8" = 1'-0"
DATE: 2/18/2025

CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

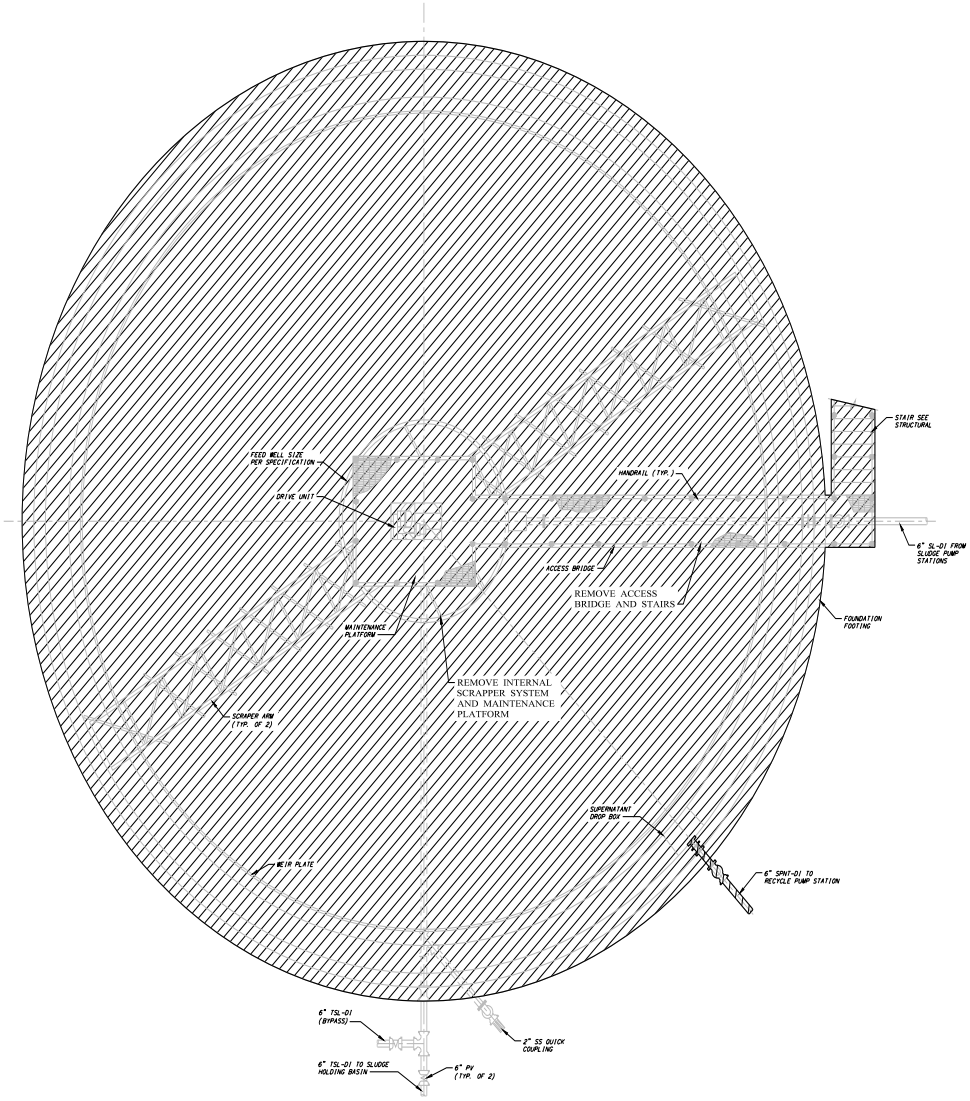
GRAVITY THICKENER DEMOLITION SECTION

PROJECT NO.: 8207
SEQUENCE No.: 22 OF 49
SHEET No.: 22

P:\Projects\Midland\8207 W & WW Utilities PSA (02-23-023)\Task Order No. 3 WPP-Solids Handling\Improvement (1)\C-8207-CONST-S_SHEETS\8207_22.dwg

NOTES

1. FOR ADDITIONAL NOTES. REFER TO SHEET 03.
2. FACILITY MUST REMAIN IN OPERATION THROUGHOUT CONSTRUCTION.
3. ALL ITEMS ON THIS SHEET ARE EXISTING UNLESS OTHERWISE INDICATED. CONTRACTOR TO FIELD VERIFY ALL EXISTING PIPING, STRUCTURE AND UTILITIES, PRIOR TO CONSTRUCTION. CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY OF ANY DEVIATIONS.
4. CONTRACTOR TO COORDINATE WITH OWNER TO SALVAGE AND STORE ANY REMOVED EQUIPMENT INTENDED DOR SALVAGE.



GRAVITY THICKENER DEMOLITION PLAN

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

PACKET

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Bret Thompson

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145281
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SCALE 3/16" = 1'-0"

DATE 2/18/2025

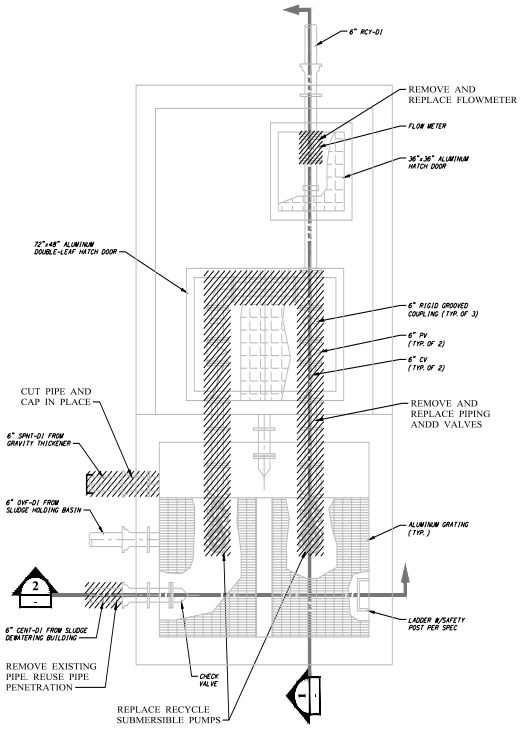
CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

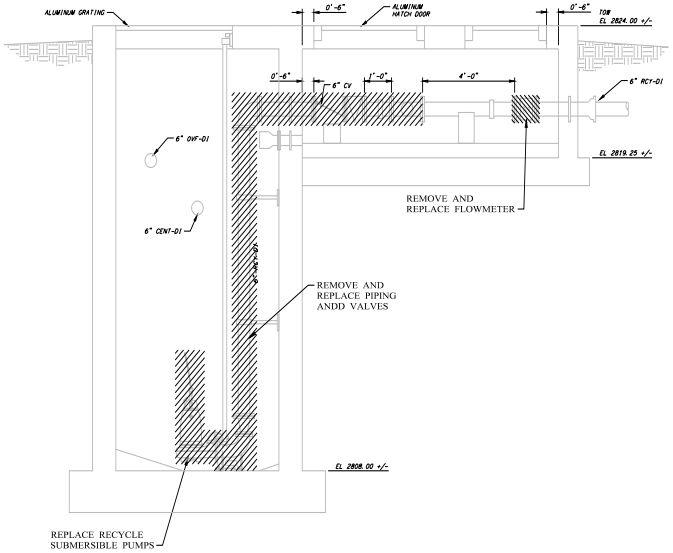
GRAVITY THICKENER DEMOLITION PLAN (ADDITIVE ALTERNATIVE)

PROJECT NO.: 8207
SEQUENCE No. 23 OF 49
SHEET No. 23

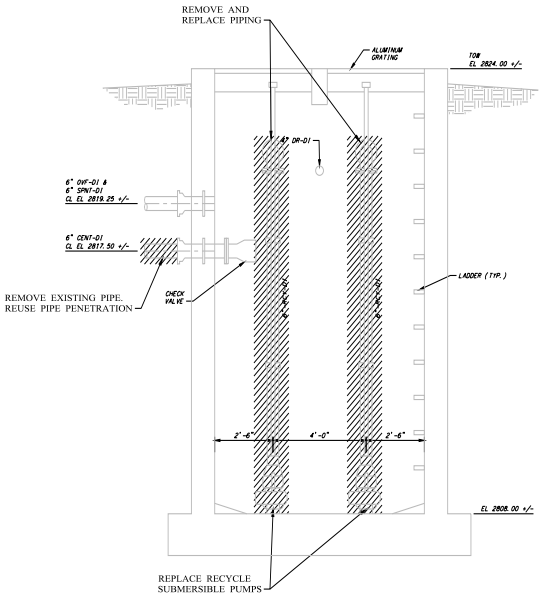
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PLAN



SECTION



SECTION

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

PACKET

02/18/2025

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CHECKED BY B. THOMPSON
SCALE 3/8" = 1'-0"
DATE 2/18/2025

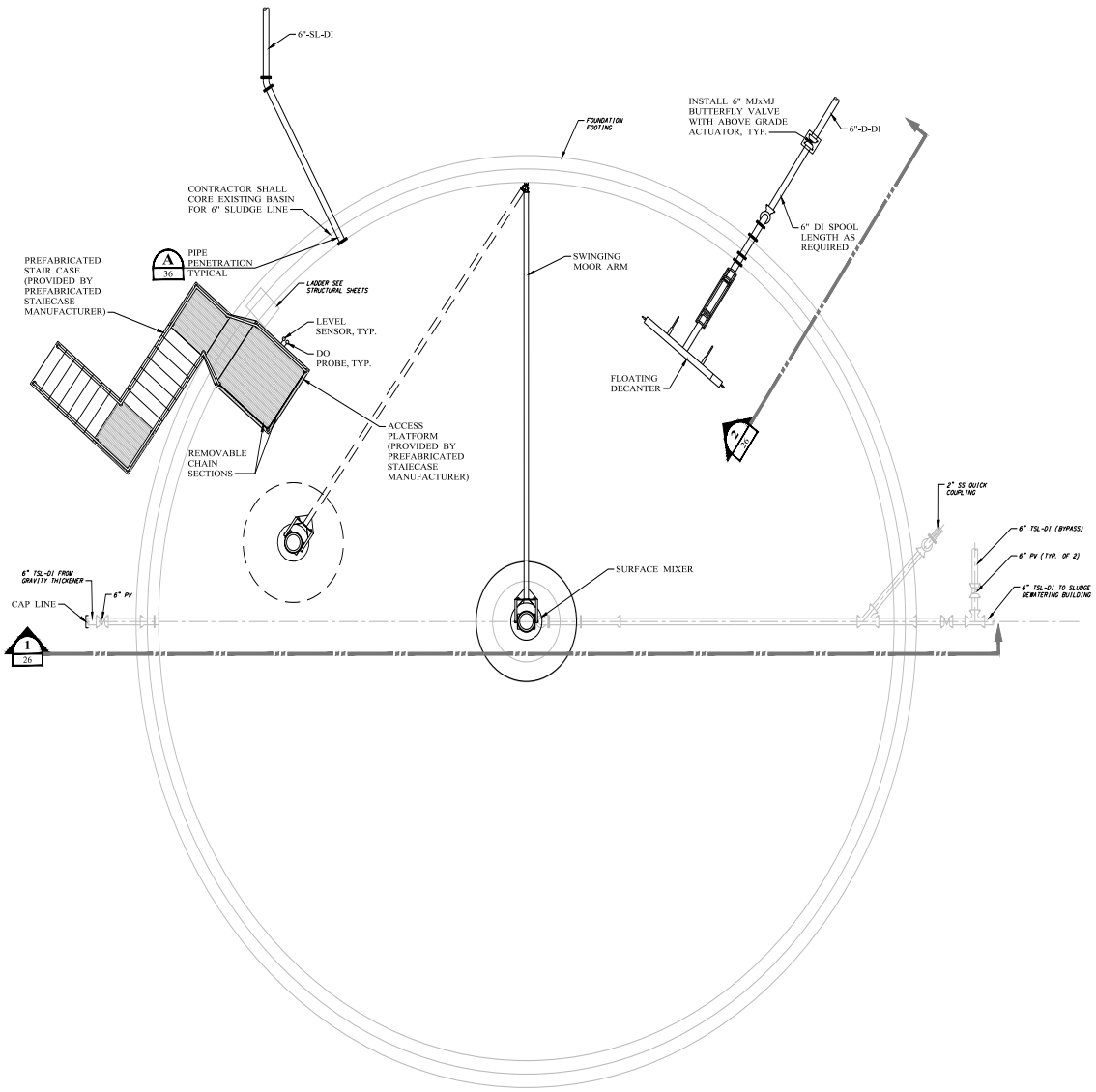
CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

8477

May 13, 2025

RECYCLE PUMP STATION DEMOLITION PLAN

PROJECT NO.: 8207
SEQUENCE No. 24 OF 49
SHEET No. 24



SOLIDS HOLDING BASIN MODIFICATION PLAN

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

PACKET

02/18/2025

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DATE 2/18/2025

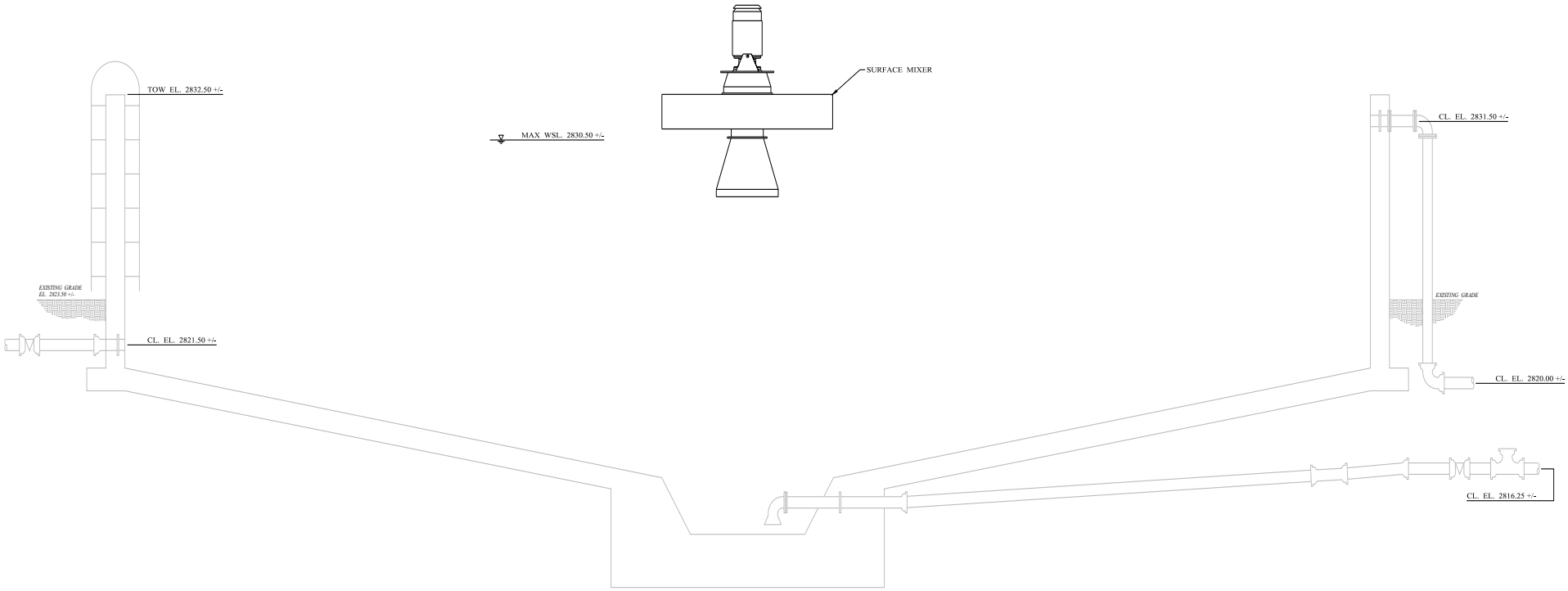
CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

8 of 8

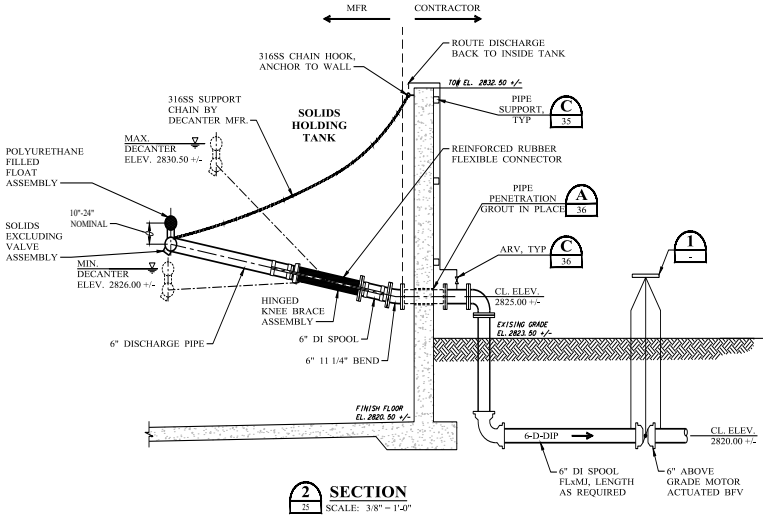
May 13, 2025

SOLIDS HOLDING BASIN MODIFICATION PLAN

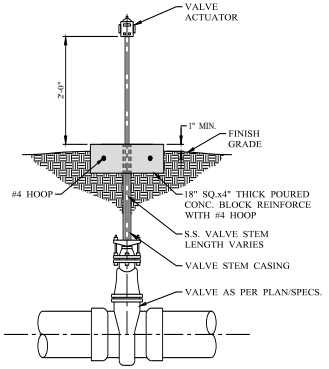
PROJECT NO.: 8207
SEQUENCE No. 25 OF 49
SHEET No. 25



1 / 25 **SECTION**



2 / 25 **SECTION**
SCALE: 3/8" = 1'-0"



1 / 26 **BURIED VALVE MOTOR ACTUATOR DETAIL**

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

PACKET

02/18/2025

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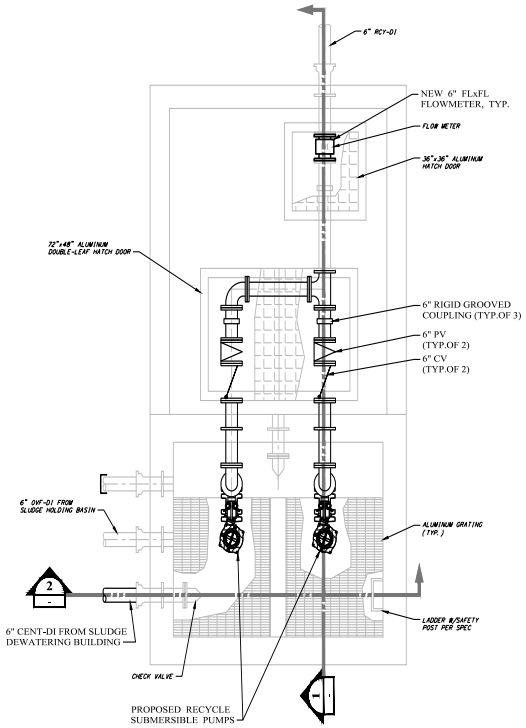
DESIGNED BY B. THOMPSON
DRAWN BY J. SALINAS D. BORCIK
CHECKED BY B. THOMPSON
SCALE 3/8" = 1'-0"
DATE 2/18/2025

CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

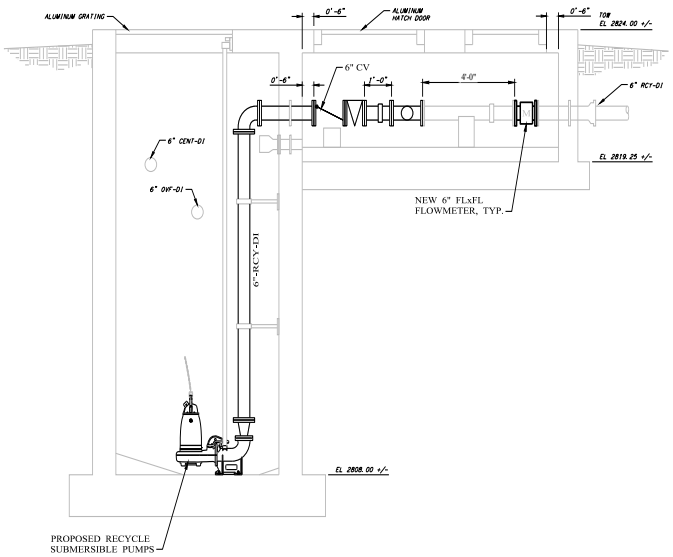
SOLIDS HOLDING BASIN MODIFICATION SECTION

PROJECT NO.: 8207
SEQUENCE No. 26 OF 49
SHEET No. 26

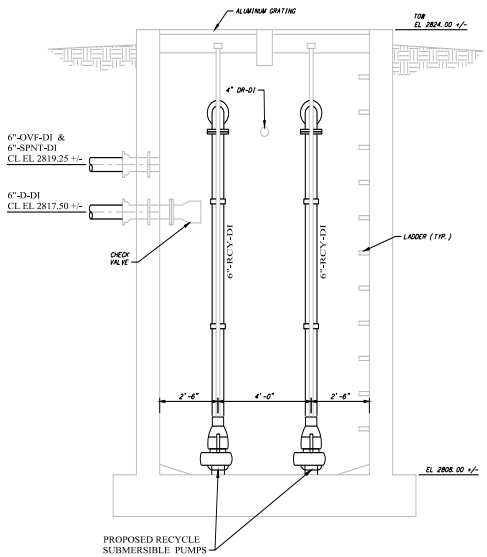
8 of 79
May 13, 2025



PLAN



1 SECTION



2 SECTION

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

PACKET

02/18/2025

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8,780

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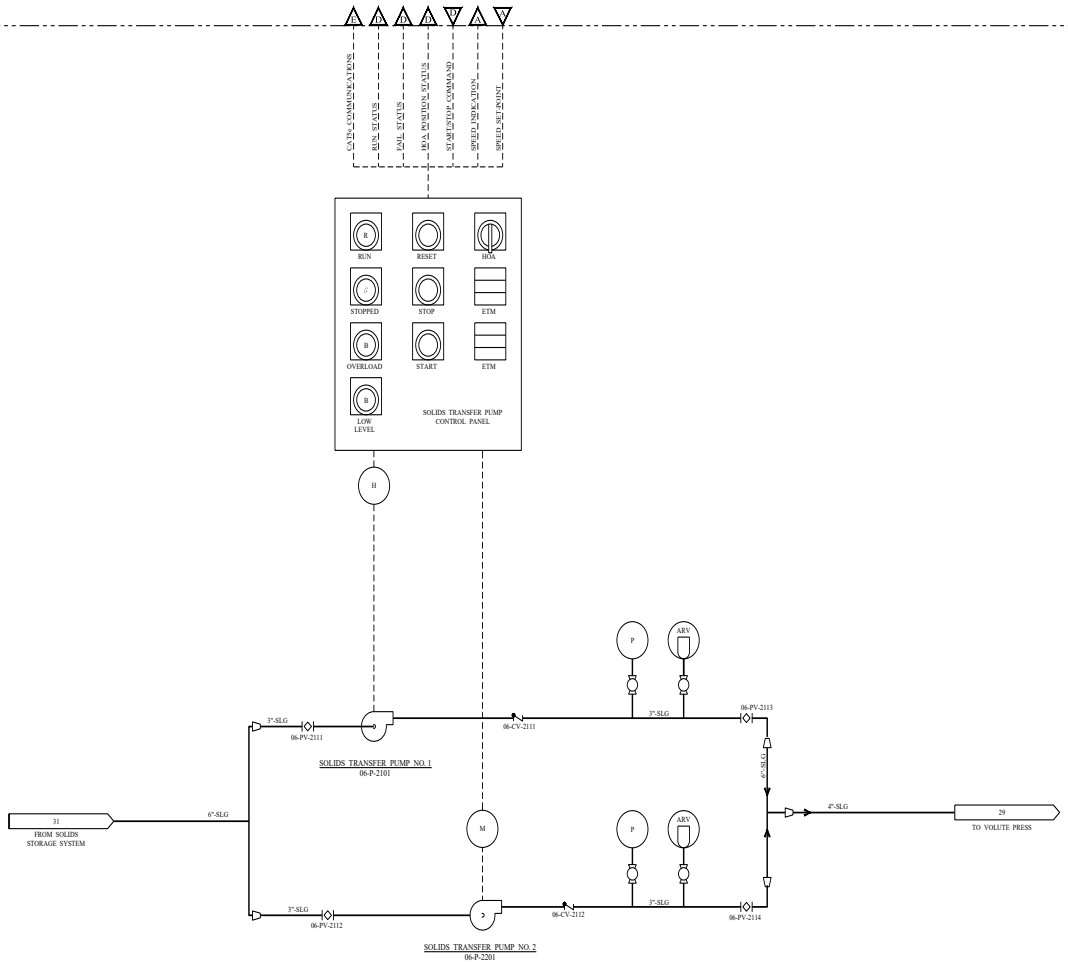
DESIGNED BY B. THOMPSON
DRAWN BY J. SALINAS D. BORCIK
CHECKED BY B. THOMPSON
SCALE 3/8" = 1'-0"
DATE 2/18/2025

CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

RECYCLE PUMP STATION MODIFICATION PLAN

PROJECT NO.: 8207
SEQUENCE No. 27 OF 49
SHEET No. 27



NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

PACKET

02/18/2025

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CHECKED BY B. THOMPSON
SCALE NO SCALE
DATE 2/18/2025

CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

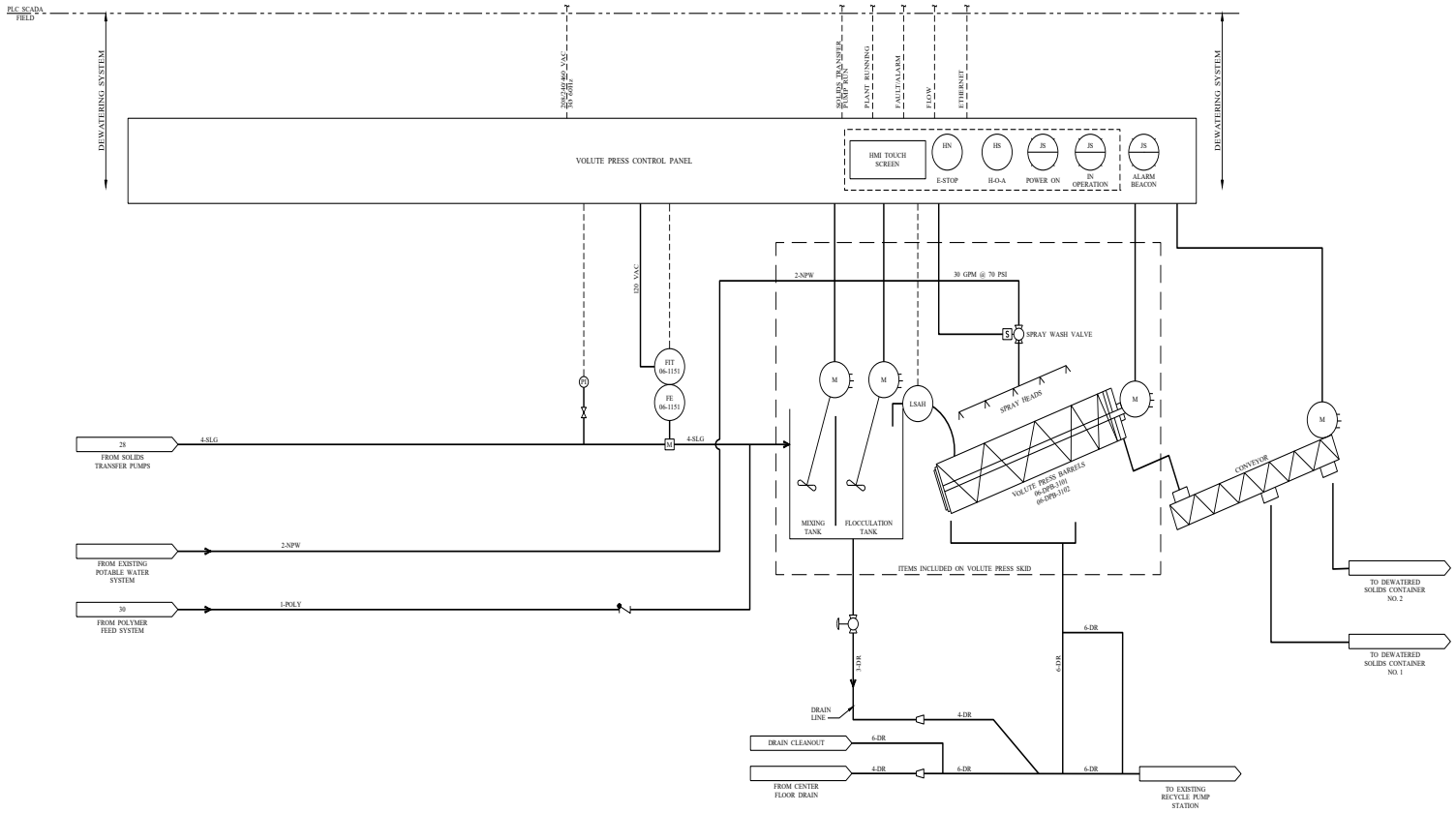
8,781

May 13, 2025

P&ID SLUDGE PUMPS

PROJECT NO.: 8207
SEQUENCE No. 28 OF 49
SHEET No. 28

C:\Projects\Midland\8207 W & WW Utilities PSA (25-22-2025)\Task Order No. 3 WPP-Solids Handling\Improvement I-U, C-ADV, CONST\4. SHEETS\8207_28.dwg



NOTE:

VOLUTE PRESS CONTROL PANEL SHALL CALL FOR SOLIDS TRANSFER PUMP STOP/START VIA PLANT SCADA SYSTEM.

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

PACKET

02/18/2025

Bret Thompson

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8,782

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DATE 2/18/2025

CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

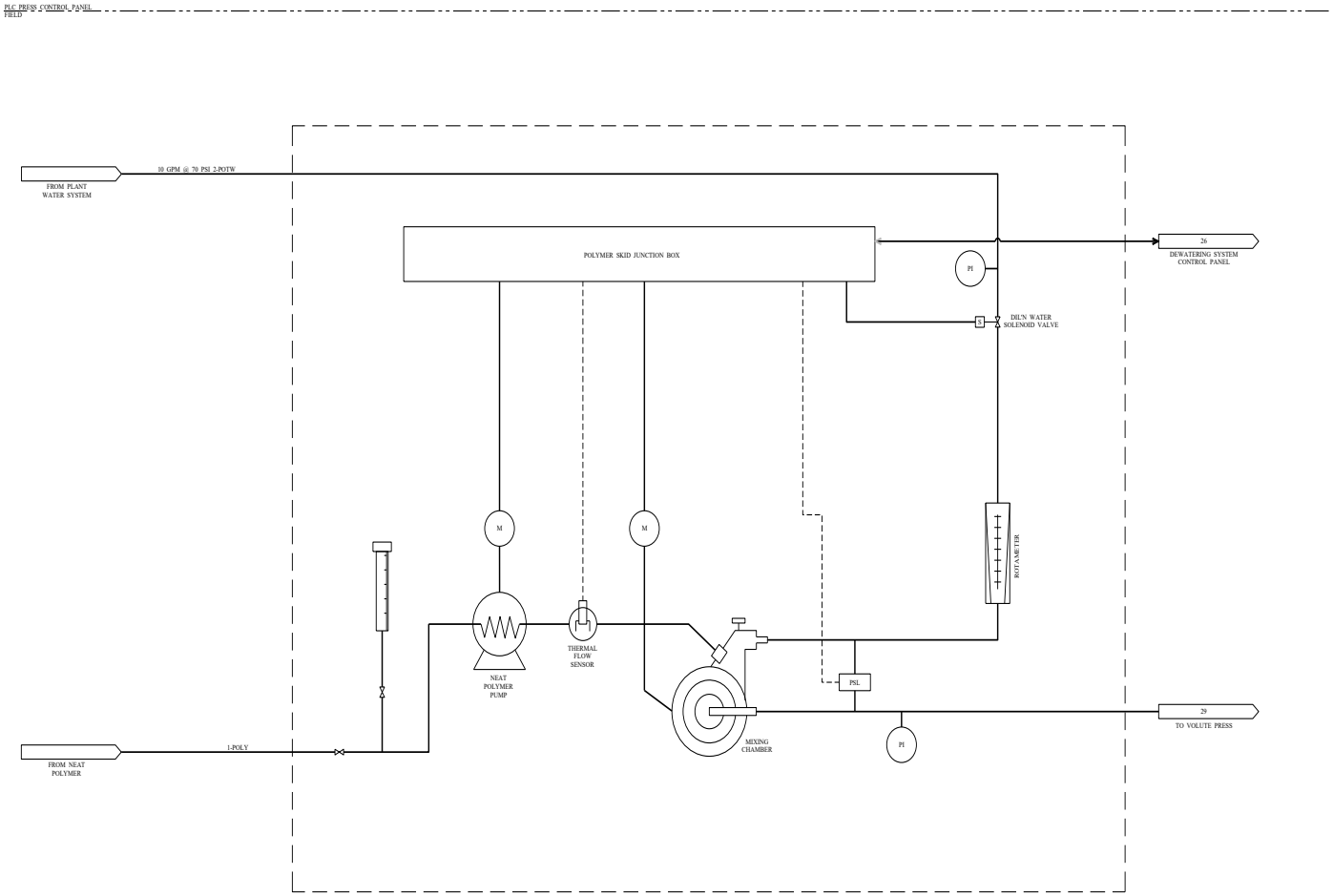
May 13, 2025

P&ID VOLUTE PRESS

PROJECT NO.: 8207

SEQUENCE No. 29 OF 49

SHEET No. 29



NOTE:

POLYMER FEED SYSTEM SHALL BE CONTROLLED DIRECTLY BY VOLUTE PRESS CONTROL PANEL.

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

PACKET

02/18/2025

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8,783

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DATE 2/18/2025

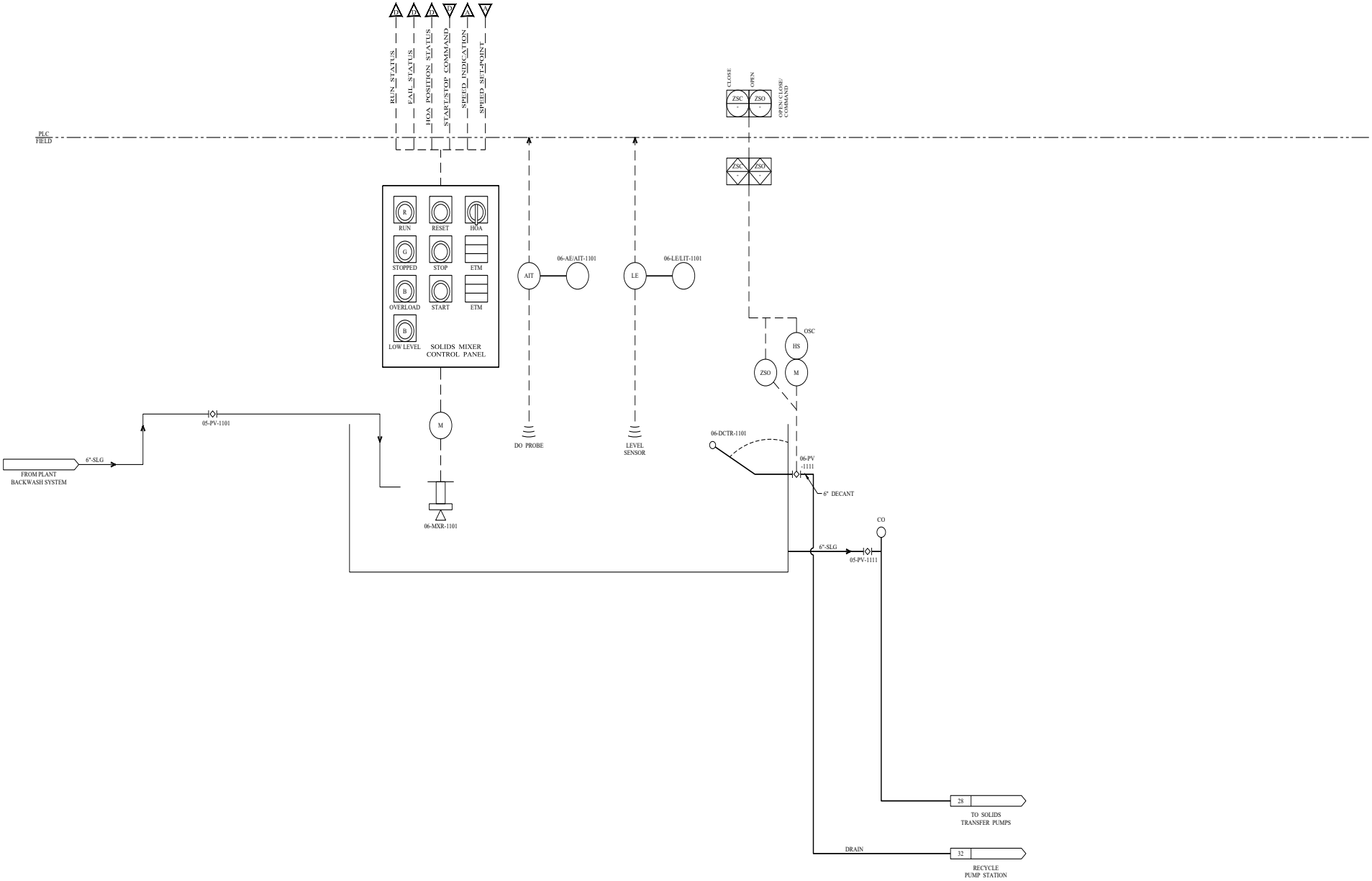
CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

P&ID POLYMER FEED SYSTEM

PROJECT NO.: 8207
SEQUENCE No. 30 OF 49
SHEET No. 30

C:\Projects\Midland\8207 W & WW Utilities PSA (2022-2025)\Task Order No. 3 WPP-Solids Handling\Improvement I.C. (8207) CONST\4. SHEETS\8207_30.dwg



* TYPICAL LAYOUT FOR TWO COMMON WALL BASINS.

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

PACKET

02/18/2025

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8,784

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DRAWN BY	
J. SALINAS D. BORCIK	DATE
CHECKED BY	2/18/2025
B. THOMPSON	

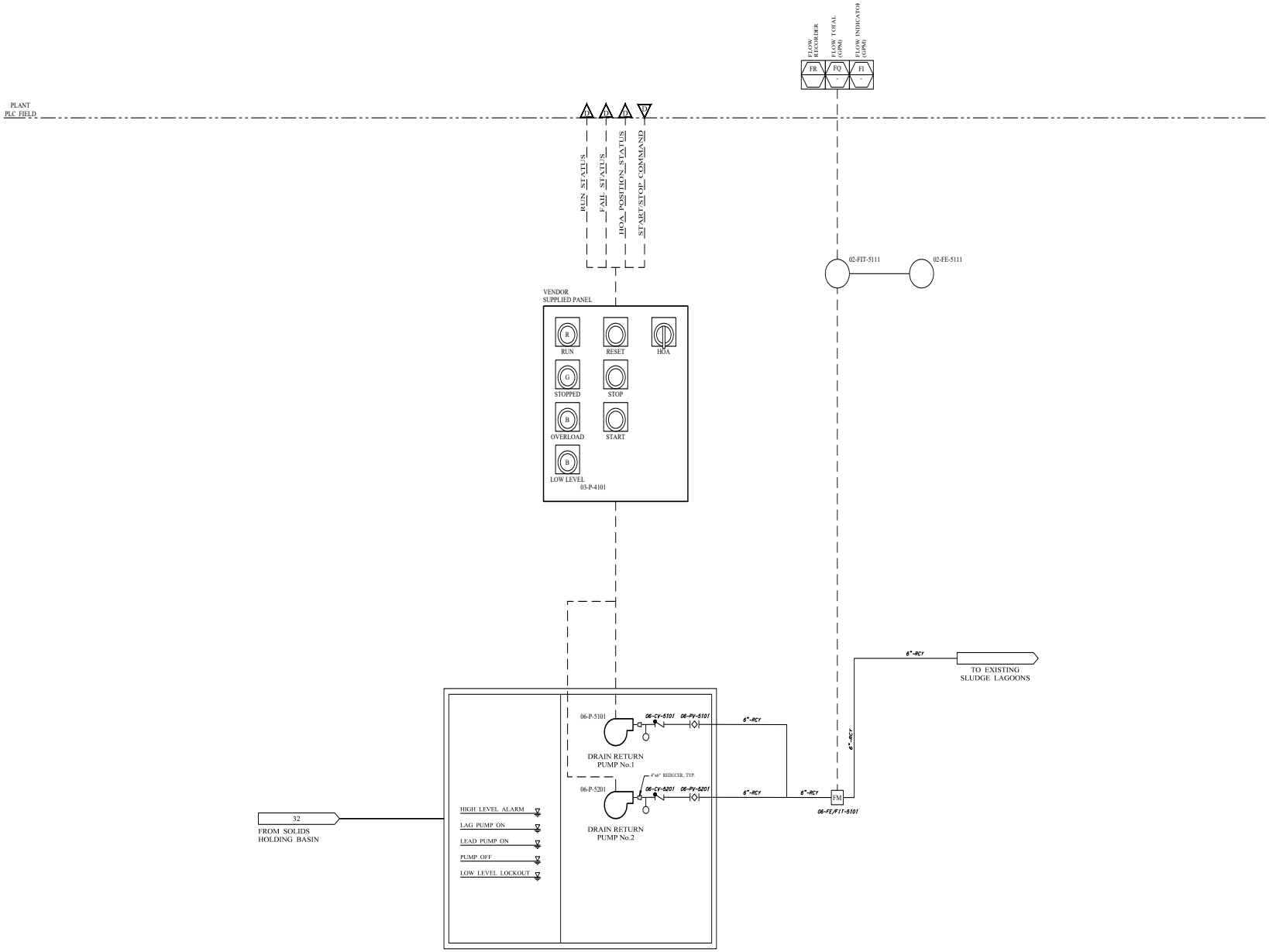
CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

P&ID SOLIDS HANDLING (THICKENING)

PROJECT NO.:	8207
SEQUENCE No.	31 OF 49
SHEET No.	31

C:\Projects\Midland\8207 W & WW Utilities PSA (2022-2025)\Task Order No. 3 WPP-Solids Handling\Engineering\41 CAD\7 CONST'd. SHEETS\8207_31.dwg



RECYCLE PUMP STATION

NO.	REVISION	DATE
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02/18/2025

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DATE 2/18/2025

CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

8207 - P&ID EXISTING RECYCLE PUMP STATION

PROJECT NO.: 8207
SEQUENCE No. 32 OF 49
SHEET No. 32

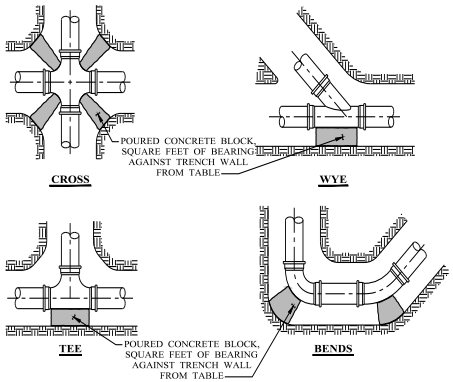
8,785
May 13, 2025

BLOCKING DETAILS TABLE						
PIPE SIZE	CROSS	WYE	TEE	90° BEND	45° BEND	22 1/2° BEND
4"	1.8	1.8	1.8	2.5	1.4	0.7
6"	3.8	3.8	3.8	5.4	2.9	1.5
8"	6.5	6.5	6.5	9.2	4.9	2.5
10"	10.7	10.7	10.7	15.1	8.1	4.2
12"	15.2	15.2	15.2	21.4	11.6	5.9
14"	20.7	20.7	20.7	29.2	15.7	8.1
16"	26.8	26.8	26.8	37.8	20.4	10.5
18"	38.6	38.6	38.6	54.4	29.3	15.1
20"	47.8	47.8	47.8	67.4	36.3	18.6
24"	68.9	68.9	68.9	97.2	52.4	26.9

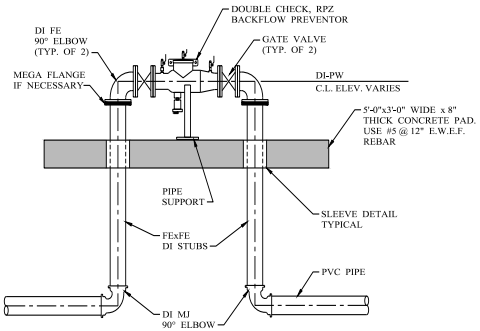
REQUIRED SQUARE FEET OF BEARING AGAINST TRENCH WALL

NOTE

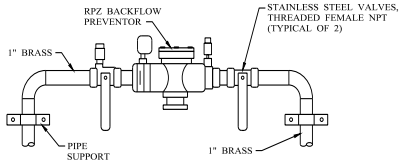
ALL CONCRETE SHALL CONTAIN EITHER TYPE I OR TYPE III PORTLAND CEMENT (ASTM C-150), WITH MINIMUM CONTENT OF 5 SACKS PER CUBIC YARD (3000 PSI MINIMUM COMPRESSIVE STRENGTH)



A - **BLOCKING DETAILS**

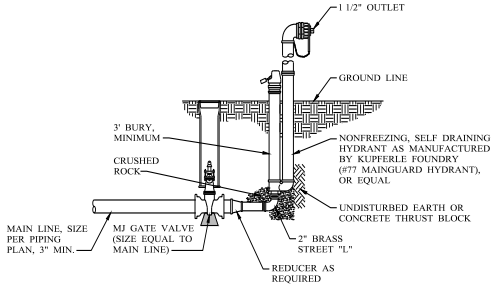


(2 1/2" AND GREATER)

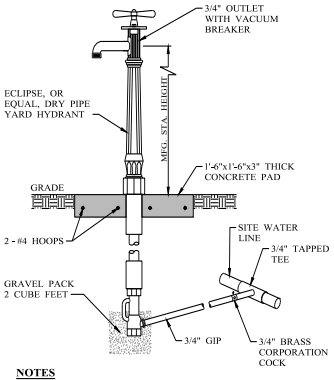


(1/2" - 2")

D - **BACKFLOW PREVENTOR DETAIL**



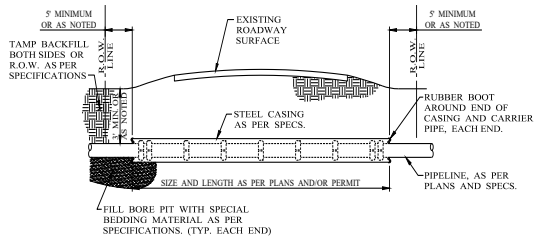
B - **YARD HYDRANT DETAIL**



NOTES

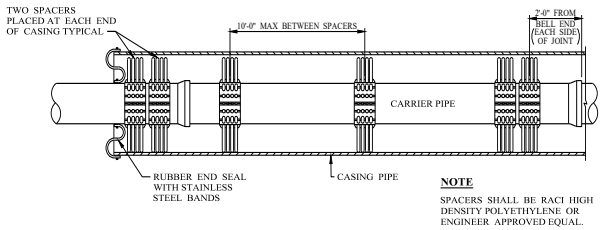
1. POUR 18" SQUARE CONCRETE PAD FOLLOWING INSTALLATION. REINFORCE WITH 6"x6"x10/10 WWM.
2. ATTACH GALVANIZED STEEL HOSE RACK ON ADJACENT CONCRETE STRUCTURE.

C - **3/4" HOSE BIBB**
(NON-FREEZE TYPE)



NOTE

IF BORE AND ENCASEMENT DISTANCE (AS REQUIRED BY PERMIT) IS LESS THAN SHOWN ON PLANS, THE LESSER AMOUNT SHALL BE INSTALLED. IF THE REQUIRED DISTANCES ARE MORE THAN SHOWN ON THE PLANS, CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO WORK.



NOTE

SPACERS SHALL BE RACI HIGH DENSITY POLYETHYLENE OR ENGINEER APPROVED EQUAL.

NOTES

1. SPACERS SHOULD BE SIZED TO SECURELY FASTEN ONTO THE CARRIER PIPE BARREL O.D. AND A CASING SPACER SHOULD BE USED WITH A MINIMUM RUNNER HEIGHT TO KEEP THE PIPE FROM RESTING OR SLIDING ON ITS JOINT DURING INSTALLATION.
2. SPACERS SHOULD BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. SPECIAL CARE SHOULD BE TAKEN TO ENSURE THAT ALL COMPONENT PARTS ARE CORRECTLY ASSEMBLED AND EVENLY TIGHTENED, AND THAT NO DAMAGE OCCURS DURING TIGHTENING OF THE SPACERS OR THE CARRIER PIPE INSERTION. THE ANNULUS BETWEEN THE CARRIER PIPE AND THE CASING SHOULD BE SEALED AT EACH END OF THE CASING TO PREVENT WATER FROM ENTERING.
3. THERE MUST BE NO INADVERTENT CONTACT BETWEEN THE CASING AND THE CARRIER PIPE. THE POSITIONING OF SPACERS SHOULD ENSURE THAT THE CARRIER PIPE IS ADEQUATELY SUPPORTED THROUGH- OUT ITS LENGTH, PARTICULARLY AT THE ENDS, TO OFFSET SETTLING.
4. CASING SHALL BE PLACED AT SUFFICIENT DEPTH TO ENSURE THE CARRIER PIPE HAS A MINIMUM OF THREE (3) FEET OF COVER AT THE LOWEST POINT OF THE BAR DITCH ON EITHER END OF THE CASING.
5. CASING SPACERS SHALL BE USED TO INSTALL THE CARRIER PIPE INSIDE THE ENCASEMENT PIPE. CASING SPACERS SHALL FASTEN TIGHTLY ONTO THE CARRIER PIPE SO THAT WHEN THE CARRIER PIPE IS BEING INSTALLED THE SPACERS WILL NOT MOVE ALONG THE PIPE- LINE. CASING SPACERS SHALL BE DOUBLED ON EACH END OF THE ENCASEMENT.
6. EACH CASING SPACER SHALL BE CAPABLE OF PROVIDING SUPPORT FOR THE CARRIER PIPE IN SERVICE.
7. PROJECTION-TYPE CASING SPACERS SHALL BE CONSTRUCTED OF PREFORMED SECTIONS OF HIGH DENSITY POLYETHYLENE. THE FLEXIBLE SECTIONS SHALL BE JOINED TOGETHER AROUND THE PIPE TO PROVIDE A MINIMUM OF 12 PLASTIC PROJECTIONS PER SPACER SECTION. PROJECTION-TYPE CASING SPACERS SHALL BE "RACI" TYPE PROJECTIONS SPACERS AS MARKETED BY PUBLIC WORKS MARKETING, PLANO, TEXAS (214) 985-1670, OR ENGINEER APPROVED EQUAL.

CASING REQUIREMENTS			
		MINIMUM WALL THICKNESS	
SIZE OF CARRIER PIPE	MINIMUM SIZE OF CASING	STEEL PIPE	CORRUGATED PIPE
24"	36"	0.375"	10 GA

E - **CASING SPACER DETAIL**

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

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02/18/2025

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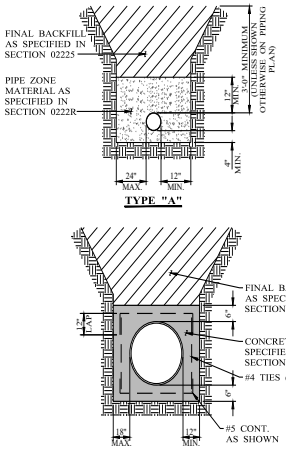
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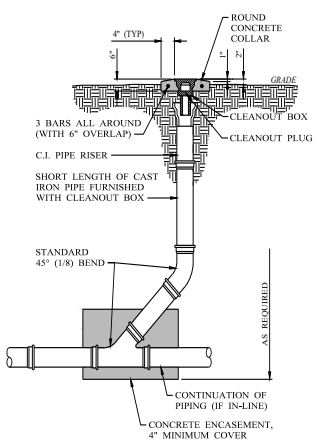
DESIGNED BY B. THOMPSON
DRAWN BY J. SALINAS D. BORCIK
CHECKED BY B. THOMPSON
SCALE NO SCALE
DATE 2/18/2025

CITY OF MIDLAND WATER PURIFICATION PLANT SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS
8,786
May 13, 2025
CIVIL DETAILS - I

PROJECT NO.: 8207
SEQUENCE No. 33 OF 49
SHEET No. 33



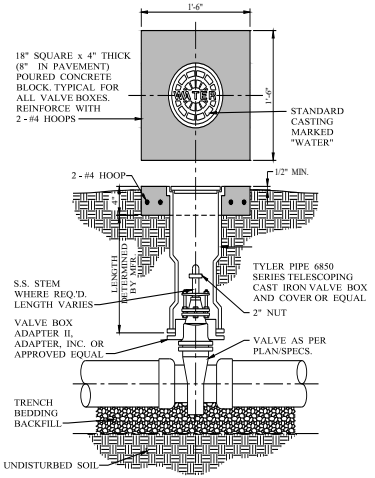
A - **PIPE BEDDING DETAIL**



NOTE

POUR CONCRETE COLLAR FLUSH IN PAVED AREAS. OMIT CONCRETE WALKWAYS (PLACE BOX FLUSH WITH CONCRETE).

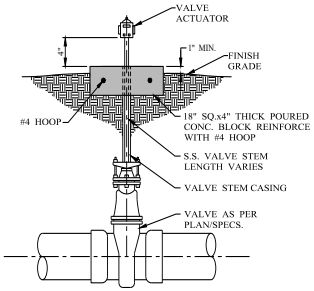
B - **IN-LINE CLEANOUT DETAIL**



NOTE

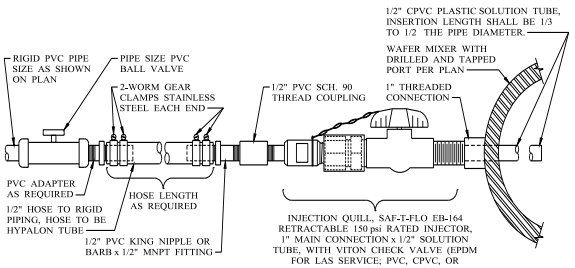
EXCAVATE TRENCH BELOW VALVE TO ACCOMMODATE VALVE BODY.

C - **TYPICAL VALVE BOX AND BLOCKING DETAIL**

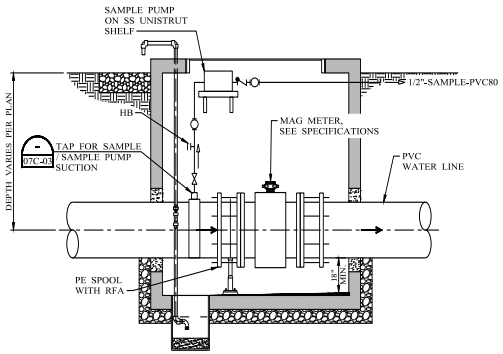


D - **BURIED VALVE MOTOR ACTUATOR DETAIL**

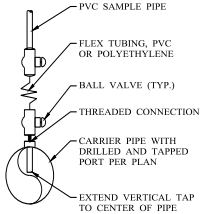
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E - **CHEMICAL INJECTOR DETAIL**



F - **MAGNETIC FLOW METER VAULT DETAIL**



G - **SAMPLE TAP DETAIL**

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

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02/18/2025

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8,787

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CHECKED BY: B. THOMPSON
SCALE: NO SCALE
DATE: 2/18/2025

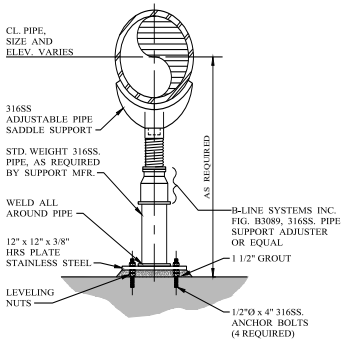
CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

CIVIL DETAILS - II

PROJECT NO.: 8207
SEQUENCE No.: 34 OF 49
SHEET No.: 34

C:\Projects\Midland\8207 W & WW Utilities PSA (2022-2025)\Task Order No. 3 WPP Solids Handling\Improvement #1\C-SHEETS\8207_34.dwg

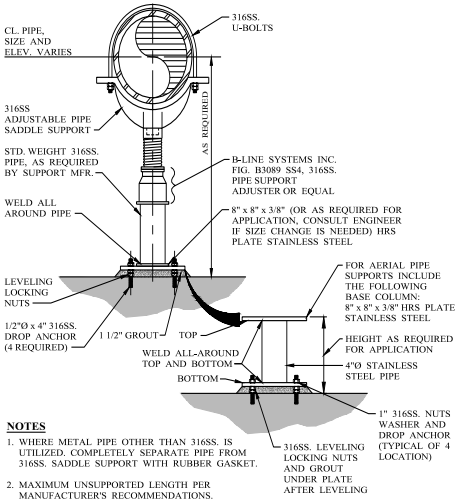


NOTES

1. WHERE METAL PIPE OTHER THAN 316SS. IS UTILIZED. COMPLETELY SEPARATE PIPE FROM 316SS. SADDLE SUPPORT WITH RUBBER GASKET.
2. MAXIMUM UNSUPPORTED LENGTH PER MANUFACTURER'S RECOMMENDATIONS.

(MK-1)

A - PIPE SUPPORT DETAIL

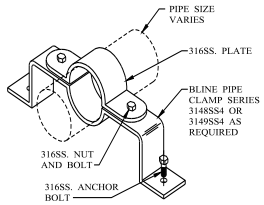


NOTES

1. WHERE METAL PIPE OTHER THAN 316SS. IS UTILIZED. COMPLETELY SEPARATE PIPE FROM 316SS. SADDLE SUPPORT WITH RUBBER GASKET.
2. MAXIMUM UNSUPPORTED LENGTH PER MANUFACTURER'S RECOMMENDATIONS.

(MK-2)

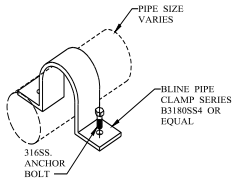
B - PIPE SUPPORT DETAIL



NOTES:

1. USE 316SS CLAMPS AND ANCHOR BOLTS IN CHEMICAL FEED AREAS.
2. MAXIMUM UNSUPPORTED LENGTH PER MANUFACTURER'S RECOMMENDATION.
3. SEPARATE DISSIMILAR METALS WITH RUBBER GASKET.

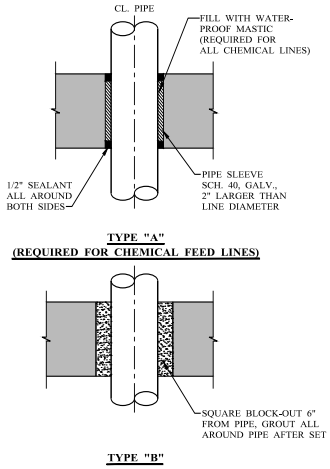
C - PIPE SUPPORT DETAIL



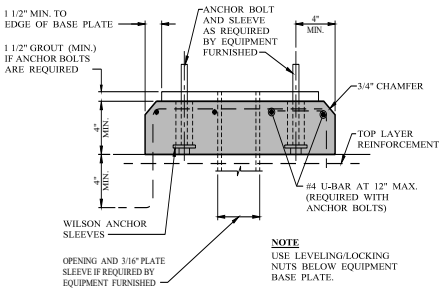
NOTES:

1. USE 316SS CLAMPS AND ANCHOR BOLTS IN CHEMICAL FEED AREAS.
2. MAXIMUM UNSUPPORTED LENGTH PER MANUFACTURER'S RECOMMENDATION.
3. SEPARATE DISSIMILAR METALS WITH RUBBER GASKET.

D - PIPE SUPPORT DETAIL

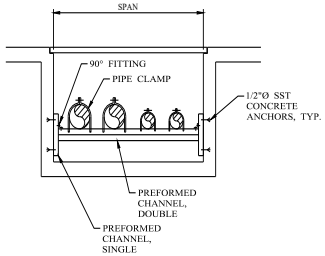


E - PIPE SLEEVE DETAIL



NOTE
USE LEVELING/LOCKING NUTS BELOW EQUIPMENT BASE PLATE.

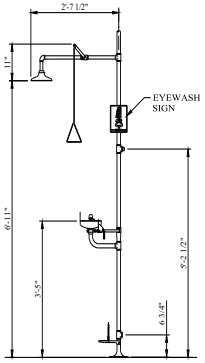
F - EQUIPMENT BASE DETAIL



NOTES:

1. ALL MATERIALS SHALL BE 316 SST UNLESS NOTED OTHERWISE.
2. MAXIMUM SPACING BETWEEN SUPPORTS SHALL BE 5 FEET, UNLESS NOTED OTHERWISE.

G - TRENCH PIPE SUPPORT



NOTES:
PROVIDE SHUT-OFF VALVE BETWEEN EYEWASH STATION AND WATER PIPING. USE CHROME ESCUTCHEON PLATE AT PENETRATION. IF OUTSIDE MOUNT ON 4'x4'x4"x SLAB WITH REINFORCEMENT

H - EYEWASH DETAIL

PIPE/CONDUIT SUPPORT NOTES:

PROVIDE PIPE SUPPORTS FOR ALL PIPE AND CONDUITS IN ACCORDANCE WITH THESE DETAILS AND SECTION 15140. THE TERM "PIPE" OR "PIPING" REFERS TO BOTH PIPE AND ELECTRICAL CONDUIT UNLESS THE LANGUAGE REFERS TO EACH SPECIFICALLY.

SUPPORTS FOR PIPING 4" AND LARGER ARE IDENTIFIED ON THE DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR SELECTION OF SUPPORTS FOR PIPING SMALLER THAN 6" USING DETAILS SHOWN ON THIS SHEET. CONTRACTOR MAY USE ALTERNATE DETAILS WITH THE ENGINEER'S REVIEW AND APPROVAL IF THE DETAILS SHOWN ARE UNSUITABLE FOR CONDITIONS ENCOUNTERED.

CORROSIVE ENVIRONMENTS ARE DEFINED AS FOLLOWS: AREAS WITHIN OR ABOVE WATER BEARING STRUCTURES, THE MEMBRANE BUILDING AND HIGH SERVICE PUMP STATION BUILDING, CHEMICAL STORAGE ROOMS AND AREAS, BELOW THE RIM OF SECONDARY CONTAINMENT STRUCTURES, UNVENTILATED ROOMS AND OTHER ENCLOSED AREAS WHERE MOISTURE ACCUMULATIONS MAY OCCUR (INCLUDING VAULTS), OTHER LOCATIONS SUBJECT TO SPLASH OR SPILLAGE, AND WHERE SHOWN ON THE PLANS.

GENERAL NOTES:

1. ANCHORS & ALL-THREADS: USE FRP ALL-THREADS, WASHERS, AND NUTS IN CORROSIVE AREAS, AND TYPE 316 STAINLESS STEEL ELSEWHERE. INSTALL USING "EPCON SYSTEM" ADHESIVE ANCHOR BY ITW RAMSET/REDHEAD OR APPROVED EQUAL. INSTALL PER MFR's WRITTEN INSTRUCTIONS. EMBEDMENT DEPTH AND TYPE SHALL BE AS RECOMMENDED BY MFR. OR 12 x DIAMETER, WHICHEVER IS GREATER. BEAM CLAMPS TO BE FRP OR STAINLESS STEEL TO MATCH HANGER RODS.
2. PIPE CLAMPS FOR SFC: USE FRP CLAMPS W/ NYLON FASTENERS IN CORROSIVE AREAS, 316 STAINLESS STEEL CLAMPS AND HARDWARE ELSEWHERE. INSTALL PER MFR's RECOMMENDATIONS.
3. SWAY BRACING: PROVIDE BRACING ADJACENT TO 90° BENDS FOR SUSPENDED PIPE. USE GRINNEL FIG. 211 SIZE A FOR PIPE 6" AND SMALLER, SIZE B FOR PIPE 8" AND LARGER. ALTERNATE TYPE OF BRACING IS ACCEPTABLE.
4. SPACING: PROVIDE SUPPORTS AT THE SPACINGS SHOWN IN SECTION 15140 IF SPACING OR SUPPORT LOCATIONS ARE NOT SHOWN ON THE DRAWINGS.
5. CUTTING FRP: CUT AND COAT CUT ENDS OF ALL FRP COMPONENTS W/ RESIN AS RECOMMENDED BY COMPONENT MFR.

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SCALE NO SCALE
DATE 2/18/2025

CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

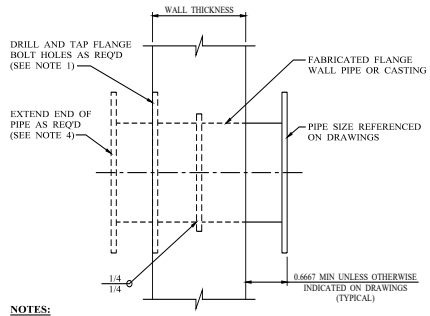
May 13, 2025

MECHANICAL DETAILS - I

PROJECT NO.: 8207
SEQUENCE No. 35 OF 49
SHEET No. 35

8,788

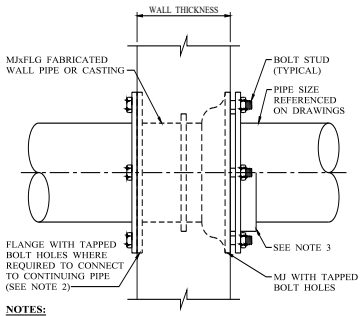
P:\Projects\Midland\2207.W &WW Utilities PhA (22-23)\25\Task Order No. 3 WPP Solids Handling\Engineering\41 CAD\7 CONST'd SHEETS\8207_35.dwg



NOTES:

1. WALL PIPE MATERIAL SHALL BE DUCTILE IRON, STEEL OR AS INDICATED ON THE DRAWINGS. STEEL PIPE SHALL BE SCHEDULE 40 FOR PIPE 20 INCHES AND SMALLER, 3/8" FOR PIPE LARGER THAN 20", AND COATINGS SAME AS CONNECTING PIPE.
2. IF CONNECTING STEEL PIPE THICKNESS IS GREATER THAN 3/8", STEEL WALL PIPE THICKNESS SHALL BE INCREASED TO MATCH CONNECTING PIPE.
3. ANNULAR COLLAR SHALL BE SAME MATERIAL AS PIPE, 1/4" x 2" FOR PIPE 20" AND SMALLER, AND 3/8" x 3" FOR PIPE LARGER THAN 20".
4. WALL PIPE MAY BE FLUSH WITH FACE OF WALL OR EXTENDED WITH END AS REQUIRED OR INDICATED ON DRAWINGS.
5. WALL PIPE SHALL BE ORIENTED SO THAT THE BOLT HOLES STRADDLE THE TOP CENTERLINE.

TYPE "A"

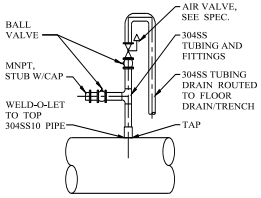


NOTES:

1. WALL PIPE SHALL BE ORIENTED SO THAT THE BOLT HOLES STRADDLE THE TOP CENTERLINE.
2. WHERE PIPE IS REQUIRED ON ONE SIDE ONLY, PROVIDE MJxPE WALL PIPE.
3. FOR STEEL PIPE APPLICATIONS BUILD UP END OF STEEL PIPE TO FIT MJ WALL PIPE.
4. FOR BURIED PIPING, CONTRACTOR SHALL PROVIDE AN ADDITIONAL FIELD JOINT AS CLOSE AS POSSIBLE TO FACE OF WALL, BUT NO MORE THAN 5 FEET.
5. USE WAX TAPE TO PROTECT ALL BURIED FERROUS SURFACES, INCLUDING PAINTED SURFACES. FOR PROTECTION OF ADJACENT PIPE BARREL SURFACES, SHRINK WRAP MAY BE USED IN LIEU OF WAX TAP.

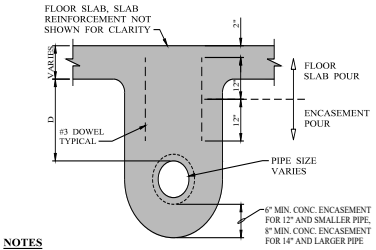
TYPE "B"

A - WALL PIPE DETAIL



NOTE
ROUTE 304SS TUBING FROM AIR RELIEF VALVE TO FLOOR DRAIN. USE SE FITTING, RUN TRUE HORIZONTAL & VERTICAL.

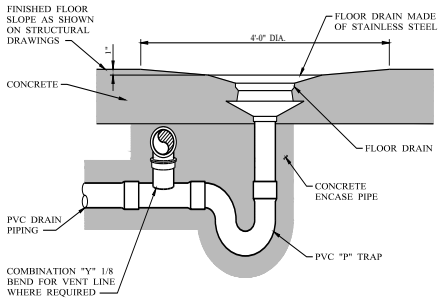
C - AIR VALVE DETAIL



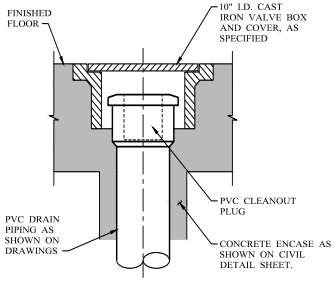
NOTES

1. IF "D" IS LESS THAN OR EQUAL TO 1'-6", POUR PIPE ENCASEMENT MONOLITHIC WITH FLOOR SLAB: NO REINFORCEMENT REQUIRED FOR ENCASEMENT. IF "D" IS GREATER THAN 1'-6", USE LEAN CONCRETE AND #3 DOWELS AT 2' O.C. FOR CONNECTION TO SLAB POUR AS SHOWN ABOVE.
2. PROVIDE A BELL AT THE END OF CONCRETE ENCASEMENT WHERE PIPELINE CHANGES FROM AN ENCASED PIPELINE TO A BURIED PIPELINE.

D - PIPE ENCASEMENT DETAIL

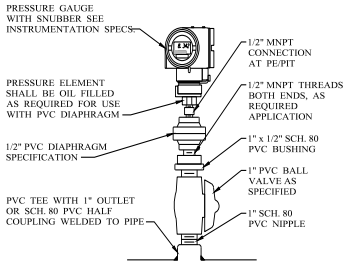


E - TYPICAL FLOOR DRAIN



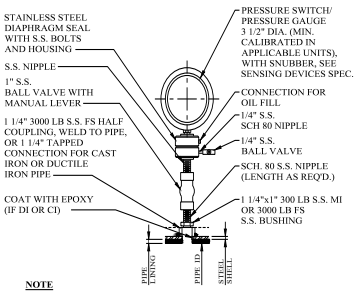
CLEANOUT IN FINISHED FLOOR DETAIL
NO SCALE

F



NOTE
PVC DIAPHRAGM FOR USE ONLY WITH LIQUID CHEMICAL LINES.

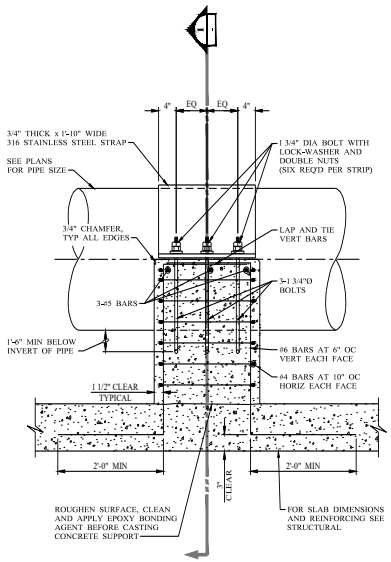
TYPE "A"



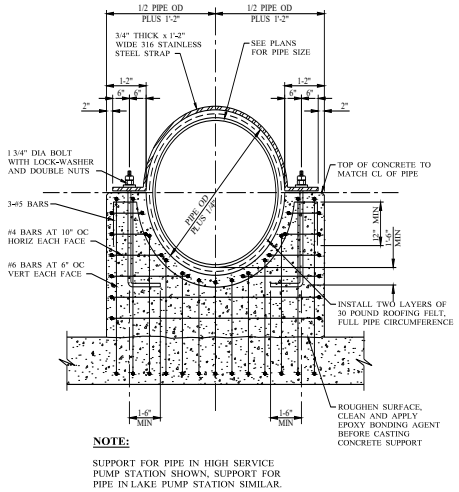
NOTE
PVC DIAPHRAGM FOR USE ONLY WITH LIQUID CHEMICAL LINES.

TYPE "B"

B - PRESSURE GAUGE DETAIL



PIPE SUPPORT WITH STRAP DETAIL



NOTE:
SUPPORT FOR PIPE IN HIGH SERVICE PUMP STATION SHOWN, SUPPORT FOR PIPE IN LAKE PUMP STATION SIMILAR.

SECTION

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

PACKET

02/18/2025

Bret Thompson

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B. THOMPSON	AS NOTED
DRAWN BY	
J. SALINAS D. BORCIK	DATE
CHECKED BY	2/18/2025
B. THOMPSON	

CITY OF MIDLAND WATER PURIFICATION PLANT SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

MECHANICAL DETAILS - II

PROJECT NO.:	8207
SEQUENCE No.	36 OF 49
SHEET No.	36

C:\Projects\Midland\8207 W &WW Utilities PhA (25'22+2025)\Task Order No. 3 WPP Solids Handling\Improvement\EC-ADD'L CONST'N SHEETS\8207_36.dwg

GENERAL ELECTRICAL NOTES:

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
2. FIELD VERIFY AND LOCATE ALL UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION. CALL TEXAS 811 PRIOR.
3. ALL EMPTY CONDUITS SHALL BE PROVIDED WITH A PULL STRING. SEE SPECIFICATIONS.
4. PROVIDE SLACK IN ALL CABLES OR CONDUCTORS ROUTED THROUGH PULL BOXES.
5. CONTRACTOR SHALL REVIEW ALL SPECIFICATIONS BEFORE STARTING CONSTRUCTION.
6. THE DRAWINGS AND SPECIFICATIONS ARE COMPLEMENTARY. WHAT IS SHOWN ON ONE IS BINDING WHETHER SHOWN OR SPECIFIED IN THE OTHER OR NOT. FAILURE TO CHECK BOTH THE DRAWINGS AND THE SPECIFICATIONS WILL NOT BE GROUNDS FOR A CHANGE ORDER IF ADDITIONAL EQUIPMENT OR MATERIAL IS REQUIRED TO BE PROVIDED BY THE CONTRACTOR AFTER THE ENGINEER REVIEWS, OR DEFICIENCIES ARE IDENTIFIED DURING TESTING, EITHER IN THE FACTORY OR THE FIELD.
7. PVC CONDUIT SHALL NOT BE INSTALLED ABOVE GRADE UNLESS OTHERWISE INDICATED ON DRAWINGS. PVC SCH. 80 TO BE INSTALLED IN AREAS EXPOSED TO CHEMICALS. MAKE TRANSITION TO RIGID CONDUIT IN ACCORDANCE WITH THE SPECIFICATIONS.
8. ALL ABOVE GRADE CONDUIT SHALL BE ALUMINUM. SEE SPECIFICATIONS UNLESS OTHERWISE NOTED.
9. UNLESS OTHERWISE INDICATED ON THE DRAWINGS. ALL SUPPORT MATERIAL AND ANCHOR BOLTS SHALL BE STAINLESS STEEL. SEE SPECIFICATIONS.
10. ALL CONSTRUCTION SHALL COMPLY WITH LOCAL AND NATIONAL CODES AND REQUIREMENTS.
11. CONDUITS SHALL NOT BE ROUTED ACROSS WALKWAYS, PATH OF ACCESS, TRAVEL, OR EGRESS. ROUTE BENEATH GRATINGS, IN CONCRETE STRUCTURES, OR AROUND EQUIPMENT. DO NOT ROUTE IN CONFLICT WITH OTHER PIPING, CONDUITS, EQUIPMENT, OR STRUCTURES.
12. CONDUITS SHOWN ARE FOR SIGNIFICANT PIECES OF ELECTRICAL EQUIPMENT AND IN A DIAGRAMMATICAL ORIENTATION FOR CLARITY. INSTALL ALL CONDUITS AND CONDUCTOR SPECIFIED IN OTHER ELECTRICAL SCHEMATICS, SCHEDULES, SPECIFICATIONS, AND AS REQUIRED FOR VENDOR SUPPLIED EQUIPMENT. ROUTE CONDUITS THE BEST WAY TO MINIMIZE BENDS.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS ASSOCIATED WITH THE WORK. THE COSTS OR THE PERMITS, IF ANY, SHALL BE BORNE BY THE CONTRACTOR.
14. VERIFY BY FIELD INVESTIGATION THE LOCATIONS OF ALL UTILITY FACILITIES WITHIN AND ADJACENT TO THE LIMITS OF THE WORK THAT MAY BE AFFECTED BY THE WORK. CONFLICTS WHICH ARISE DUE TO THE NEGLIGENCE OF THE CONTRACTOR TO LOCATED, HORIZONTALLY AND VERTICALLY, EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
15. ALL ASPECTS OF THIS INSTALLATION MUST COMPLY WITH THE LATEST UTILITY CO. STANDARDS. REVIEW THIS PROJECT'S SERVICE REQUIREMENTS OF LOCATION, RATINGS, AND METHODS WITH POWER COMPANY PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION WITH UTILITY COMPANY.
16. ALL POWER AND ANALOG INSTRUMENTATION CONDUCTORS SHALL BE INSTALLED IN SEPARATE CONDUITS.
17. ALL RECEPTACLES INSTALLED OUTDOORS AND INDOOR RECEPTACLES MARKED AS "WP" ON THE PLANS SHALL BE GFI TYPE WITH CAST IRON WEATHERPROOF WHILE-IN-USE COVERS.
18. THIS CONTRACT INCLUDES FIELD INSTALLATION AND COMPLETION OF VENDOR SUPPLIED COMPONENTS. CONDUIT, WIRE, MOTORS, INSTRUMENTATION, AND CONTROLS SHOWN ARE TYPICAL. ALL DRIVE MOTORS, ALARM CONTACTS, RUN LIGHTS, ETC. ARE TO BE WIRED TO THE VENDOR'S PANEL OR SITE MOTOR CONTROLS AS REQUIRED. CONTRACTOR SHALL VERIFY VENDOR SUPPLIED COMPONENTS AND PROVIDE A COMPLETE AND OPERATING SYSTEM.
19. REMOVE ALL CONDUIT AND CONDUCTORS FOR ABANDONED EQUIPMENT. FOR ALL DEMOLITION WORK, REMOVE ALL CONDUCTORS AND ALL CONDUIT TO 6" BELOW GRADE AND CAP.
20. SEAL ALL CONDUITS THROUGH EXISTING WALLS WITH NON-SHRINK CEMENTITIOUS GROUT. PAINT GROUT TO MATCH EXISTING INTERIOR AND EXTERIOR WALL COLORS.
21. REPAIR ALL DAMAGE TO ROADS AND SIDEWALKS NECESSARY FOR CONSTRUCTION TO PRE-EXISTING CONDITION OR BETTER.
22. PROVIDE TRADITIONAL "NEMA" DEVICES AS DEFINED IN NEMA STANDARDS PUBLICATION NO. ICS 2.4.2003. IEC COMPONENTS ARE NOT ALLOWED.
23. THIS FACILITY MAY ONLY BE TAKEN OFFLINE FOR SHORT SCHEDULED DURATIONS. SCHEDULE ALL OUTAGES A MINIMUM OF ONE WEEK IN ADVANCE, PROVIDE TEMPORARY POWER FOR OUTAGES LONGER THAN FOUR (4) HOURS.
24. CONTRACTOR SHALL REPLACE TOPSOIL AND RESEED ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES AND NOT SPECIFIED FOR OTHER SURFACE REPLACEMENT.
25. CONTRACTOR SHALL PROVIDE TO THE OWNER ALL MATERIAL AND EQUIPMENT OPERATION AND MAINTENANCE (O&M) MANUALS, SPARE PARTS LISTS, ETC., AS RECOMMENDED BY THE EQUIPMENT MANUFACTURERS AND REQUIRED BY THE PROJECT DOCUMENTS, PRIOR TO FINAL ACCEPTANCE OF THE WORK.

ABBREVIATIONS

A	AMPERE
AFF	ABOVE FINISHED FLOOR
AL, ALUM	ALUMINUM
ARC	ALUMINUM RIGID CONDUIT
AWG	AMERICAN WIRE GAUGE
C	CONDUIT
CB	CIRCUIT BREAKER
CKT	CIRCUIT
CONV	CONVENIENCE
CU	COPPER
E	EMERGENCY
EC	EMPTY CONDUIT
EXC	EXISTING CONDUIT
EXPAN	EXPANSION
GFI	GROUND FAULT INTERRUPTER
GND,G	GROUND
GRS	GALVANIZED RIGID STEEL CONDUIT
HP	HORSE POWER
HTR	HEATER
JB	JUNCTION BOX
KV	KILOVOLT
KVA	KILOVOLT-AMPERES
KW	KILOWATT
LC	LIGHTING CONTACTOR
LTG	LIGHTING
MCB	MOLDED CASE CIRCUIT BREAKER
MCC	MOTOR CONTROL CENTER
MCP	MOTOR CIRCUIT PROTECTOR
MPR	MOTOR PROTECTIVE RELAY
NC	NORMALLY CLOSED
NO	NORMALLY OPEN
P	POLE
PH	PHASE
PM	POWER QUALITY METER
PR	PAIR
PS	PRESSURE SWITCH
PVC	POLYVINYLCHLORIDE
SH, SHLD	SHIELDED
S/N	SOLID NEUTRAL
ST	SHUNT TRIP
TD	TIME DELAY
TYP	TYPICAL
V	VOLT
VFD	VARIABLE FREQUENCY DRIVE
WP	WEATHERPROOF
XFMR	TRANSFORMER
Ø	PHASE
HMI	HUMAN MACHINE INTERFACE
PLC	PROGRAMMABLE LOGIC CONTROLLER
PM	PHASE MONITOR

ELECTRICAL SYMBOLS

- NON-FUSED DISCONNECT, AMPERE RATING AS INDICATED, IF OTHER THAN 20 AMP.
- FUSED DISCONNECT SWITCH, SIZE INDICATED (60/40, 60 = SWITCH RATING: 40 = FUSE RATING)
- MAGNETIC MOTOR STARTER, NEMA SIZE INDICATED
- WALL SWITCH: 2 - DOUBLE POLE; 3 - THREE WAY; 4 - FOUR WAY; P - PILOT LIGHT; K - KEY OPERATED; D - DIMMER; WP- WEATHERPROOF; CRE- CORROSION RESISTANT
- MANUAL MOTOR STARTER
- DUPLEX CONVENIENCE OUTLET, GROUNDED TYPE
- QUADUPLEX CONVENIENCE OUTLET, GROUNDED TYPE
- WEATHERPROOF CONVENIENCE OUTLET, GROUNDED TYPE
- WEATHERPROOF 240V CONVENIENCE OUTLET, GROUNDED TYPE
- HOME RUN TO PANEL INDICATED. NUMBER OF WIRES INDICATED, IF MORE THAN 2. WIRE SIZE INDICATED IF OTHER THAN #12 AWG. LONG DASH INDICATES NEUTRAL WIRE CURVED DASH INDICATES EQUIPMENT GROUNDING CONDUCTOR.
- WIRING IN CONDUIT UNDERGROUND
- WIRING IN CONDUIT ABOVE GROUND
- INDICATES CONDUCTORS IN CONDUIT. FIRST SECTION INDICATES CONDUCTOR QUANTITY AND SIZE. SECOND SECTION INDICATES GROUND CONDUCTOR SIZE. LAST SECTION INDICATES CONDUIT SIZE. (2-#12, #12G, 3/4"C)
- CONDUIT DOWN
- CONDUIT UP
- CONDUIT, STUBBED AND CAPPED AS SHOWN
- SURFACE METAL PLUGMOLD
- CONCRETE ENCASED CONDUIT DUCT BANK
- DIRECT BURIAL CONDUIT FOR TELEPHONE
- DIRECT BURIAL GROUND CONDUCTOR
- ELECTRICAL PULLBOX
- WALL MOUNTED LIGHTING FIXTURE, TYPE "C" INDICATED
- POLE MOUNTED LUMINAIRE, SEE DETAILS
- LIGHTING FIXTURE "A" INDICATED, SUBSCRIPT INDICATES CONSOLED BY SWITCH "a"
- LED LIGHTING FIXTURE, RECESSED TYPE "A" INDICATED
- LED LIGHTING FIXTURE SURFACE MOUNT, TYPE "A" INDICATED
- EMERGENCY LIGHT, SEE LIGHT FIXTURE SCHEDULE FOR REQUIREMENTS
- EXIT LIGHT, SEE LIGHT FIXTURE SCHEDULE FOR REQUIREMENTS ARROW INDICATES DIRECTION
- JUNCTION BOX
- SPECIAL ELECTRICAL NOTE, NOTE 1 INDICATED
- WALL TELEPHONE OUTLET
- COMMUNICATIONS OUTLET
- PHOTO CELL
- LIGHTING CONTACTOR NEMA 12 ENCLOSURE UNLESS INDICATED OTHERWISE.
- EQUIPMENT ITEM NUMBER, SEE EQUIPMENT SCHEDULE. SEE SPECIFICATIONS IF DEVICE HAS NO EQUIPMENT ITEM.
- COPPER CLAD GROUND ROD

ONE LINE DIAGRAM

- A.C. MOTOR, 5 HORSEPOWER INDICATED
- CIRCUIT BREAKER
- MAIN CONTACTOR
- PRESSURE CONTROL
- TEMPERATURE CONTROL
- VARIABLE SPEED CONTROL
- HAND-OFF-AUTO SELECTOR SWITCH
- REACTOR
- REMOTE CONTROL
- LEVEL CONTROL
- TIME CONTROL
- PHOTO CONTROL
- POWER TRANSFORMER OR POTENTIAL TRANSFORMER
- CURRENT TRANSFORMER, NUMBER AND RATIO INDICATED
- STAB
- CURRENT TRANSFORMER
- SOLID STATE OVERLOAD RELAY
- SOLID STATE OVERLOAD
- MAGNETIC STARTER WITH NEMA SIZE INDICATED
- CIRCUIT BREAKER, MAGNETIC, TRIP SHOWN, 3 POLE UNLESS OTHERWISE INDICATED
- CIRCUIT BREAKER, THERMAL MAGNETIC TRIP SHOWN, 3 POLE UNLESS OTHERWISE INDICATED
- CIRCUIT BREAKER WITH CURRENT LIMITING FUSES, TRIP AND FUSE RATING INDICATED, 3 POLE UNLESS OTHERWISE INDICATED
- FUSED SWITCH, SWITCH AND FUSE CURRENT RATING INDICATED, 3 POLE UNLESS OTHERWISE INDICATED
- SWITCH - CURRENT RATING INDICATED, 3 POLE UNLESS OTHERWISE INDICATED
- DISCONNECT
- FUSE
- SURGE CAPACITOR
- SURGE ARRESTER
- GROUND CONNECTION

CONTROL SCHEMATIC

- MAIN CONTACTOR
- TRANSFORMER, VOLTAGES, PHASES AND RATING INDICATED AS APPLICABLE (120V OR 120/240V 15KVA 1 PH)
- TIMING RELAY AS SPECIFIED
- ELAPSED TIME METER
- MOTOR SPACE HEATER
- WINDING TEMPERATURE RELAY
- CONTROL RELAY
- CONTROL RELAY, 24V DC COIL
- PHOTOCELL
- NORMALLY OPEN CONTACT
- NORMALLY CLOSED CONTACT
- REMOTE DEVICE
- PUSH-BUTTON SWITCH, MOMENTARY CONTACT, NORMALLY OPEN
- PUSH-BUTTON SWITCH, MOMENTARY CONTACT, NORMALLY CLOSED
- PUSH-BUTTON SWITCH, MAINTAINED CONTACTS WITH MECHANICAL INTERLOCK
- HAND-OFF-AUTO (HOA) SWITCH
- OVERLOAD CONTACT
- THERMOSTAT
- THERMOSTAT
- FUSE
- CONNECTION
- EXTERNAL CONNECTION
- RC — REMOTE CONTROL
- TC — TIME TO CLOSE
- TO — TIME TO OPEN
- RTD — RESISTANCE TEMPERATURE DETECTOR
- SOLENOID
- RESISTOR
- CAPACITOR
- DIODE
- RESISTOR 10 OHM
- MECHANICAL INTERLOCK
- INDICATING LIGHT - LETTER INDICATES COLOR (A - AMBER, G - GREEN, B - BLUE, R - RED, C - CLEAR, W - WHITE)

LIQUID LEVEL
- OPENS ON RISING LEVEL, CLOSES ON FALLING LEVEL
- CLOSES ON RISING LEVEL, OPENS ON FALLING LEVEL

PRESSURE OR VACUUM
- OPENS ON RISING PRESSURE, CLOSES ON FALLING PRESSURE
- CLOSES ON RISING PRESSURE, OPENS ON FALLING PRESSURE

FLOW
- OPENS ON RISING FLOW, CLOSES ON FALLING FLOW
- CLOSES ON RISING FLOW, OPENS ON FALLING FLOW

TEMPERATURE
- OPENS ON RISING TEMPERATURE, CLOSES ON FALLING TEMPERATURE
- CLOSES ON RISING TEMPERATURE, OPENS ON FALLING TEMPERATURE

LIMIT SWITCH
- HELD OPEN, NORMALLY CLOSED
- NORMALLY CLOSED
- NORMALLY OPEN
- HELD CLOSED, NORMALLY OPEN

TIME DELAY CONTACTS
- NORMALLY OPEN, TIME CLOSE
- NORMALLY CLOSED, TIME OPEN
- NORMALLY OPEN, TIME OPEN
- NORMALLY CLOSED, TIME CLOSE

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02/18/2025

DONALD S. MATTERN, 106161, STATE OF TEXAS, LICENSED PROFESSIONAL ENGINEER

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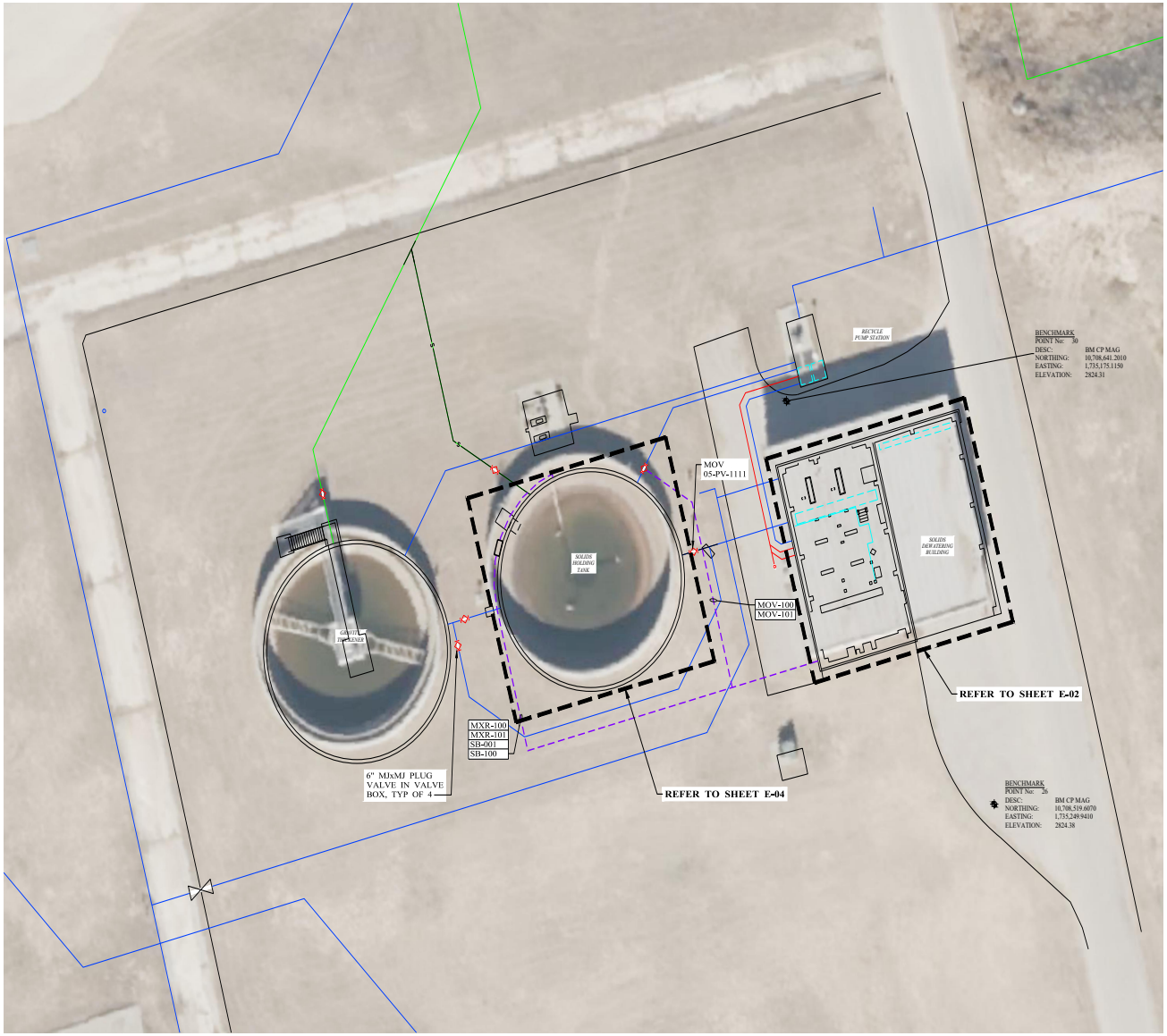
CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

GENERAL NOTES AND ELECTRICAL LEGEND

PROJECT NO.: 8207
SEQUENCE No. 37 OF 49
SHEET No. E-00

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ENLARGED SITE

SCALE: 1" = 20'

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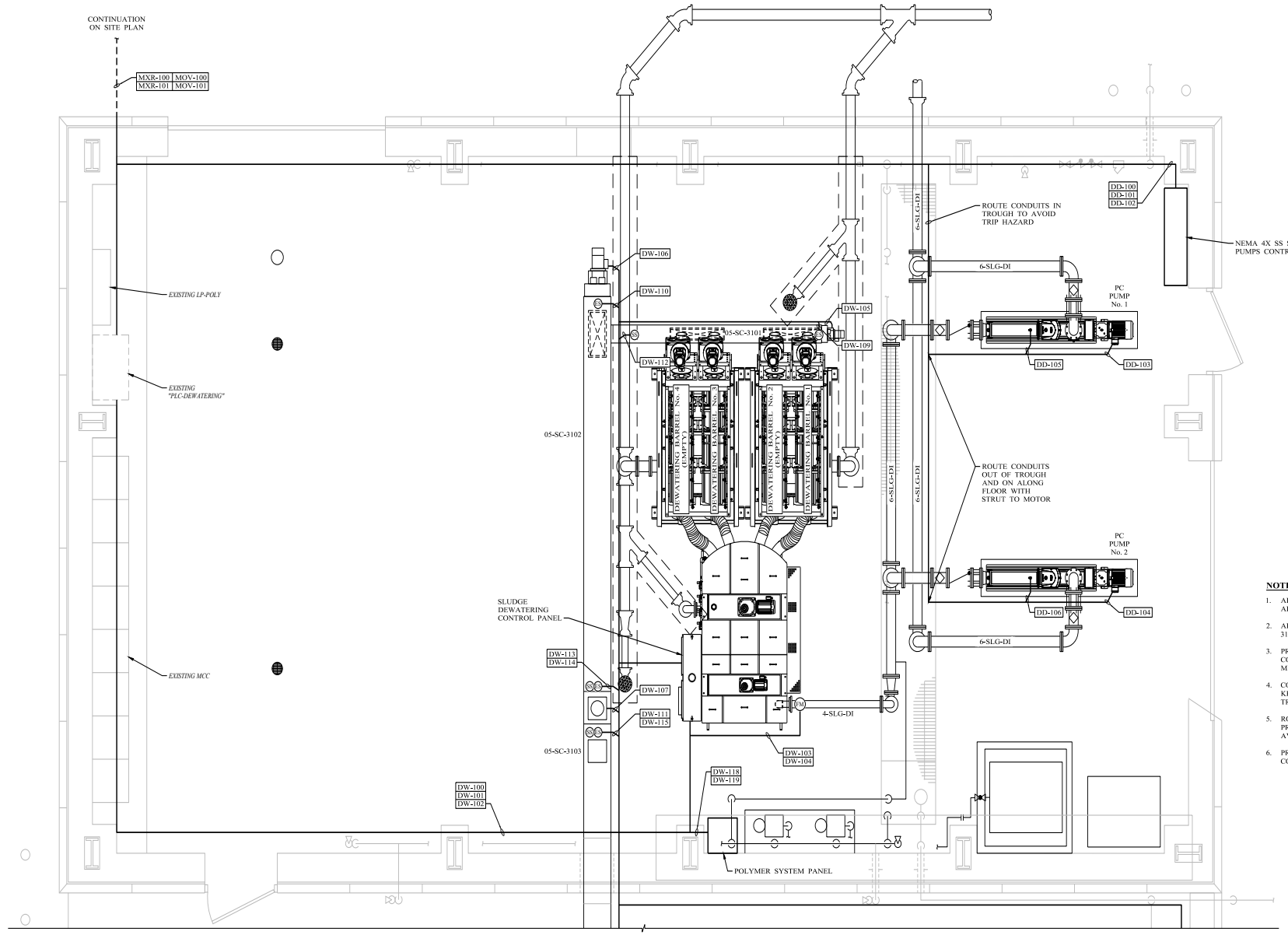
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SCALE	AS NOTED
DATE	2/18/2025

CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

OVERALL SITE ELECTRICAL MODIFICATION PLAN

PROJECT NO.: 8207
SEQUENCE No.: 38 OF 49
SHEET No.: E-01



SLUDGE DEWATERING BUILDING PLAN

NOTES

1. ALL EXPOSED CONDUITS TO BE RIGID ALUMINUM.
2. ALL SUPPORTS AND HARDWARE TO BE 316SS.
3. PROVIDE LNFC FOR ALL EQUIPMENT CONNECTIONS SUBJECT TO VIBRATION. MIN. 2' MAX 3'.
4. CONDUITS ROUTED ON FLOOR MUST BE KEPT CLOSE TO THE PIPING TO AVOID TRIP HAZARDS.
5. ROUTE CONDUITS TO AND FROM SCREW PRESS CONTROL PANEL OVERHEAD TO AVOID TRIP HAZARDS MIN. 7'-6" A.F.F.
6. PROVIDE STRUT STANDS AS NEEDED FOR CONVEYOR SPEED SENSORS.

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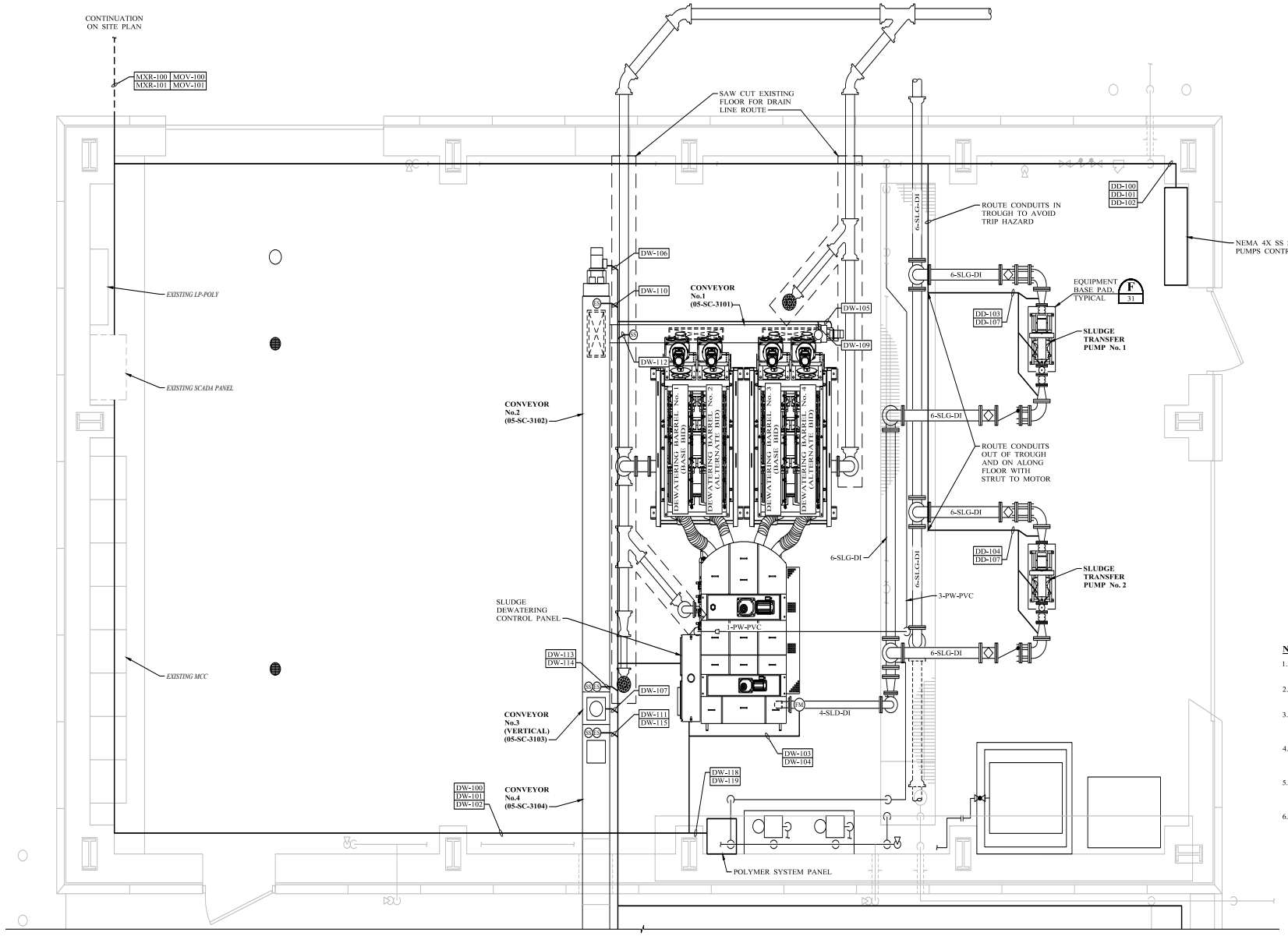
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SCALE 3/8" = 1'-0"
DATE 2/18/2025

CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

SLUDGE DEWATERING BUILDING MODIFICATION ELECTRICAL PLAN

PROJECT NO.: 8207
SEQUENCE No. 39 OF 49
SHEET No. E-02



SLUDGE DEWATERING BUILDING PLAN

NOTES

1. ALL EXPOSED CONDUITS TO BE RIGID ALUMINUM.
2. ALL SUPPORTS AND HARDWARE TO BE 316SS.
3. PROVIDE LNFC FOR ALL EQUIPMENT CONNECTIONS SUBJECT TO VIBRATION. MIN. 2' MAX 3'.
4. CONDUITS ROUTED ON FLOOR MUST BE KEPT CLOSE TO THE PIPING TO AVOID TRIP HAZARDS.
5. ROUTE CONDUITS TO AND FROM SCREW PRESS CONTROL PANEL OVERHEAD TO AVOID TRIP HAZARDS MIN. 7'-6" A.F.F.
6. PROVIDE STRUT STANDS AS NEEDED FOR CONVEYOR SPEED SENSORS.

NO.	REVISION	DATE
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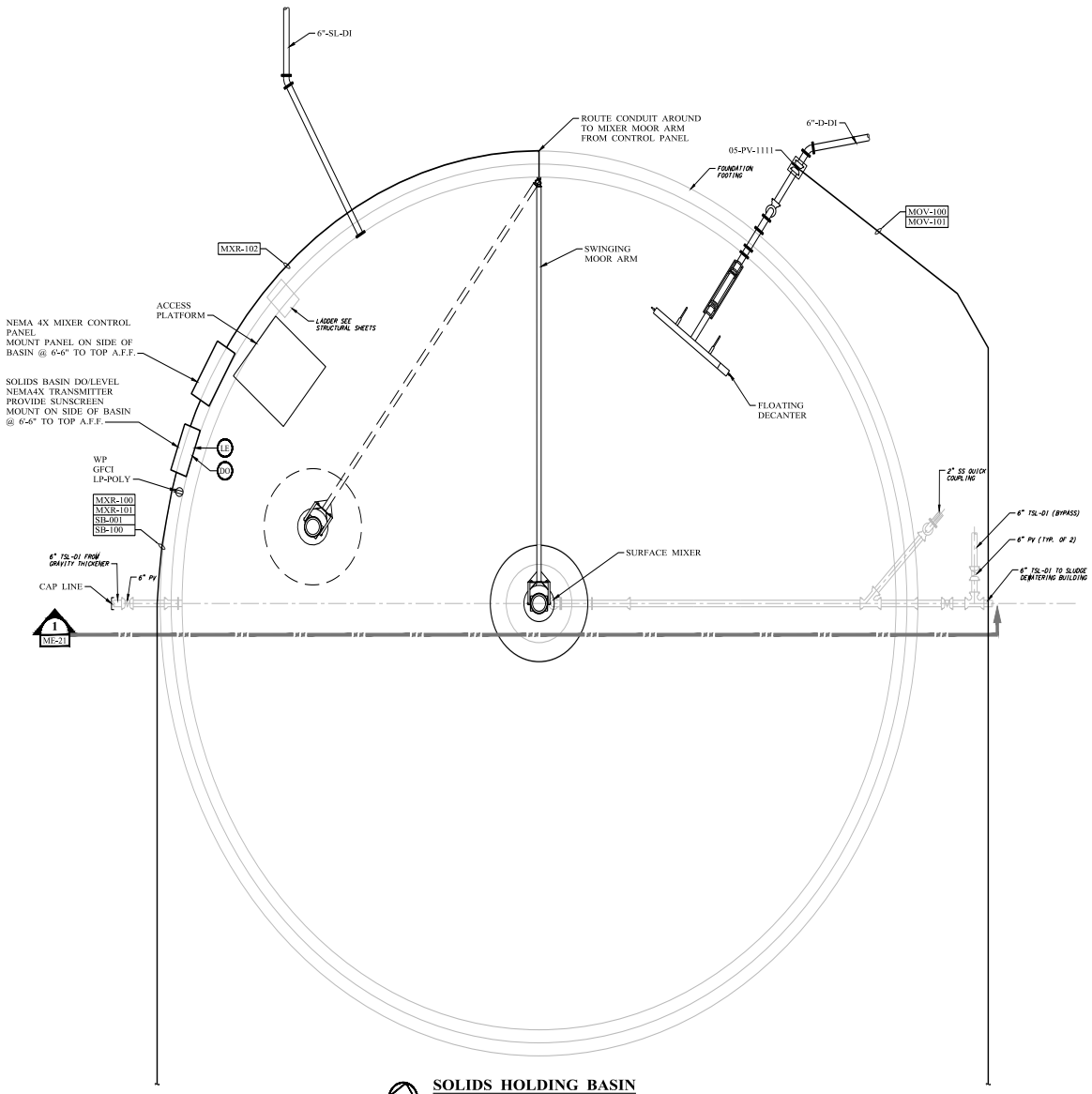
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SCALE 3/8" = 1'-0"
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CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

SLUDGE DEWATERING BUILDING ELECTRICAL PLAN (ALT - BID)

PROJECT NO.: 8207
SEQUENCE No. 40 OF 49
SHEET No. E-03



SOLIDS HOLDING BASIN MODIFICATION PLAN

SCALE: 3/16" = 1'-0"

NOTES

1. ALL EXPOSED CONDUITS TO BE RIGID ALUMINUM.
2. ALL SUPPORTS AND HARDWARE TO BE 316SS.
3. PROVIDE LNFC FOR ALL EQUIPMENT CONNECTIONS SUBJECT TO VIBRATION. MIN. 2' MAX 3'.

NO.	REVISION	DATE
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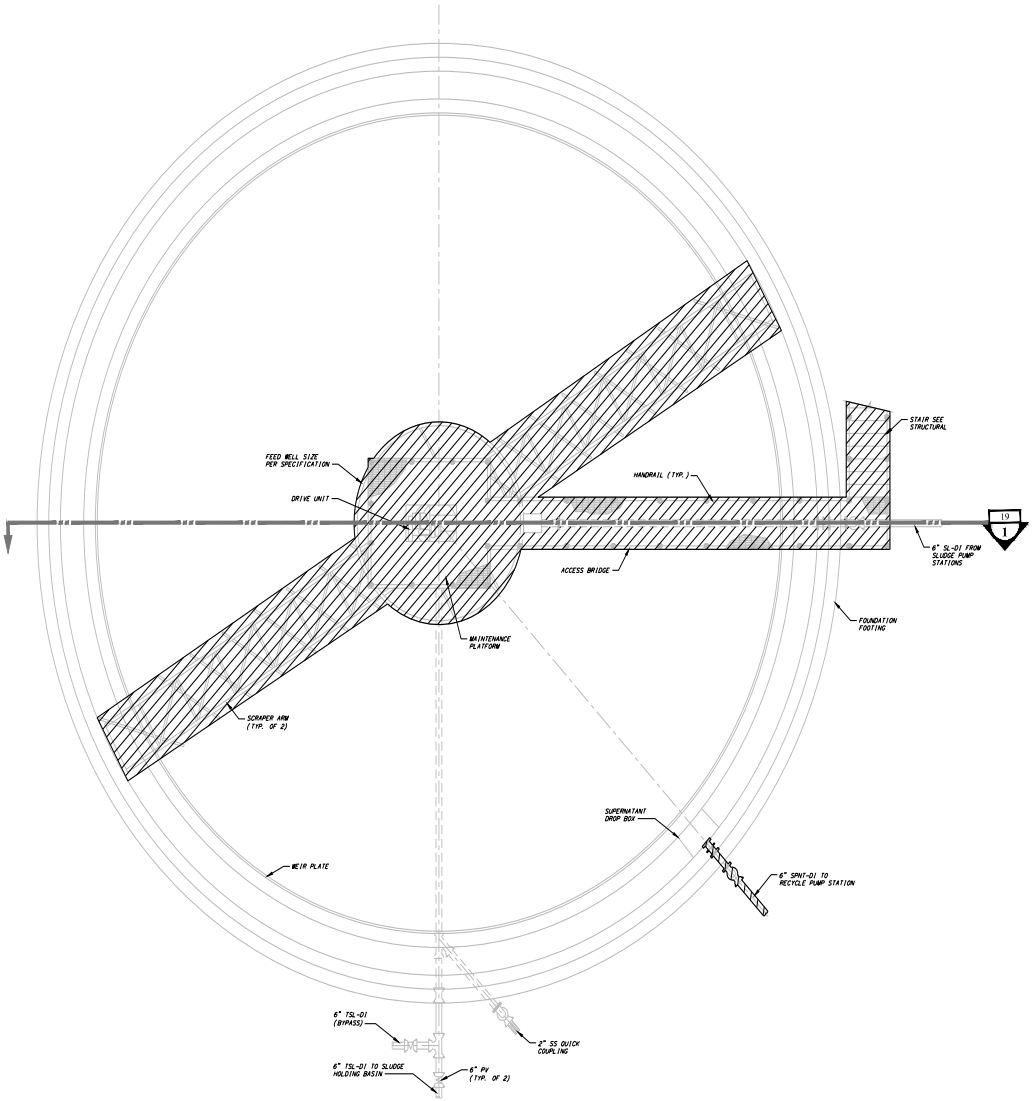
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CHECKED BY D. MATTERN
SCALE 3/16" = 1'-0"
DATE 2/18/2025

CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

SOLIDS HOLDING BASIN MODICATION ELECTRICAL PLAN

PROJECT NO.: 8207
SEQUENCE No. 41 OF 49
SHEET No. E-04



GRAVITY THICKENER DEMOLITION PLAN

SCALE: 3/16" = 1'-0"

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

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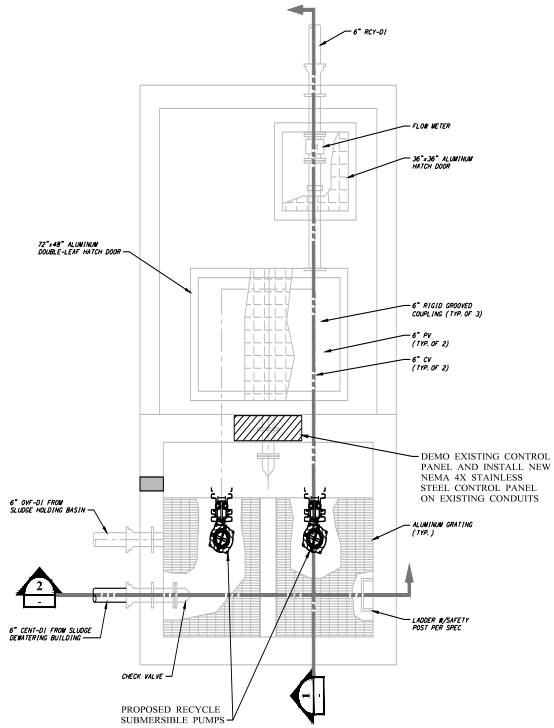
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DRAWN BY J. SALINAS, D. BORCIK
CHECKED BY D. MATTERN
SCALE 3/16" = 1'-0"
DATE 2/18/2025

CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

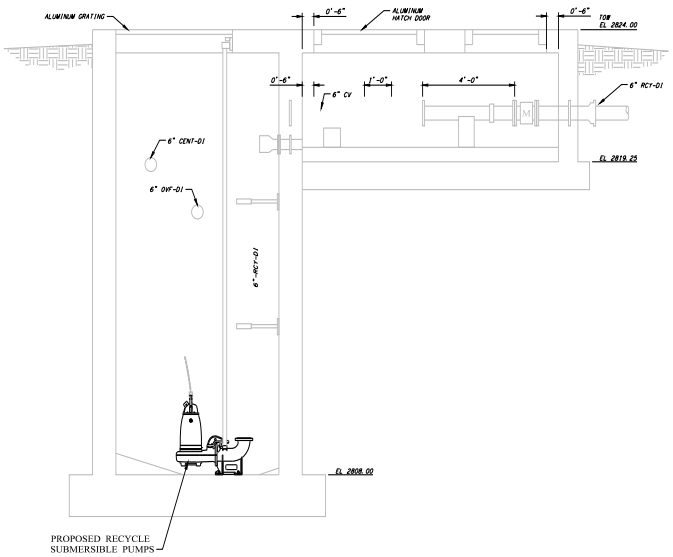
May 13, 2025

GRAVITY THICKENER ELECTRICAL PLAN

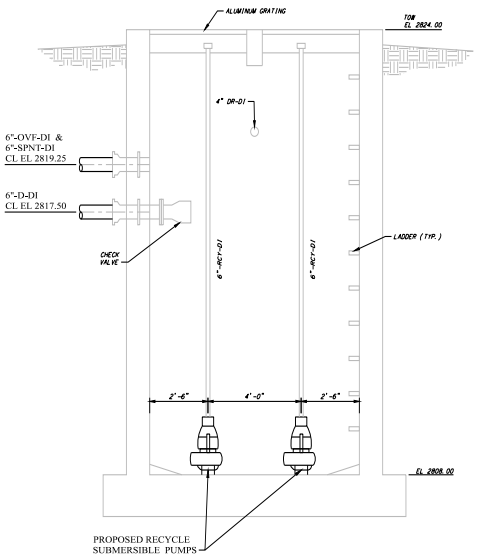
PROJECT NO.: 8207
SEQUENCE No.: 42 OF 49
SHEET No.: E-05



PLAN
SCALE: 3/8" = 1'-0"



1 SECTION
SCALE: 3/8" = 1'-0"



2 SECTION
SCALE: 3/8" = 1'-0"

NOTES

1. INSTALL NEW CONTROL PANEL ON EXISTING CONDUITS.
2. RE-USE EXISTING WIRING FROM "PLC-DEWATERING" & "MCC".
3. PROVIDE SEAL-OFFS ON CONDUITS FROM WET WELL TO CONTROL PANEL.

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

PACKET

02/18/2025

STATE OF TEXAS
DONALD S. MATTERN
106161
LICENSED PROFESSIONAL ENGINEER

Enprotec | Hibbs & Todd
402 Cedar Street • Abilene, Texas 79601 • T: (325) 698-5560 • F: (325) 698-3284 • www.e-ht.com
PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 10011900

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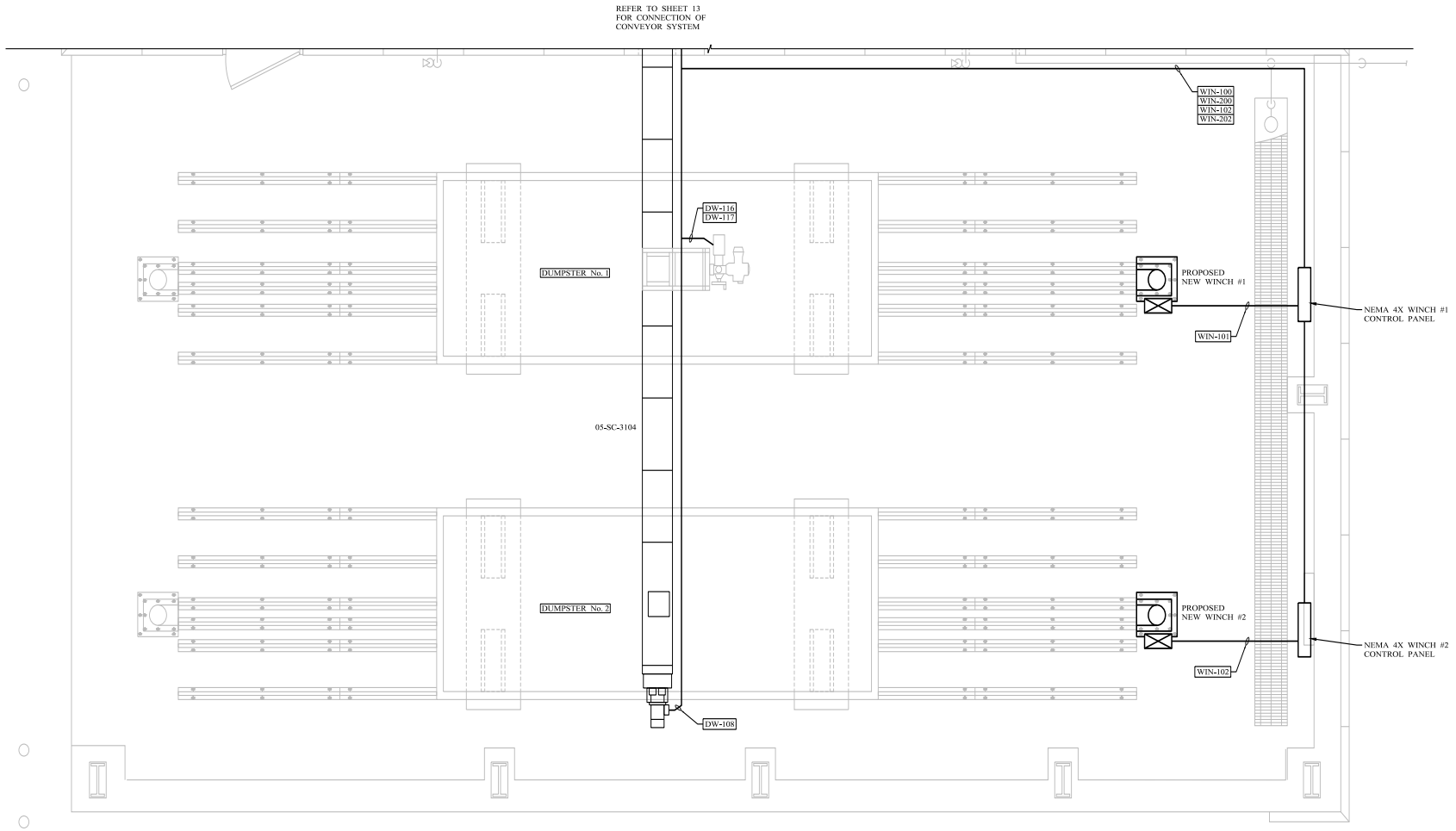
DESIGNED BY D. MATTERN
DRAWN BY J. SALINAS, D. BORCIK
CHECKED BY D. MATTERN
SCALE 3/8" = 1'-0"
DATE 2/18/2025

CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

RECYCLE PUMP STATION MODIFICATION ELECTRICAL PLAN

PROJECT NO.: 8207
SEQUENCE No. 43 OF 49
SHEET No. E-06



SLUDGE DEWATERING BUILDING PLAN

NOTES

1. ALL EXPOSED CONDUITS TO BE RIGID ALUMINUM.
2. ALL SUPPORTS AND HARDWARE TO BE 316SS.
3. PROVIDE LNFC FOR ALL EQUIPMENT CONNECTIONS SUBJECT TO VIBRATION. MIN. 2' MAX 3'.
4. DO NOT ROUTE CONDUITS ON FLOOR IN FRONT OF CONTROL PANEL.

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

PACKET

02/18/2025

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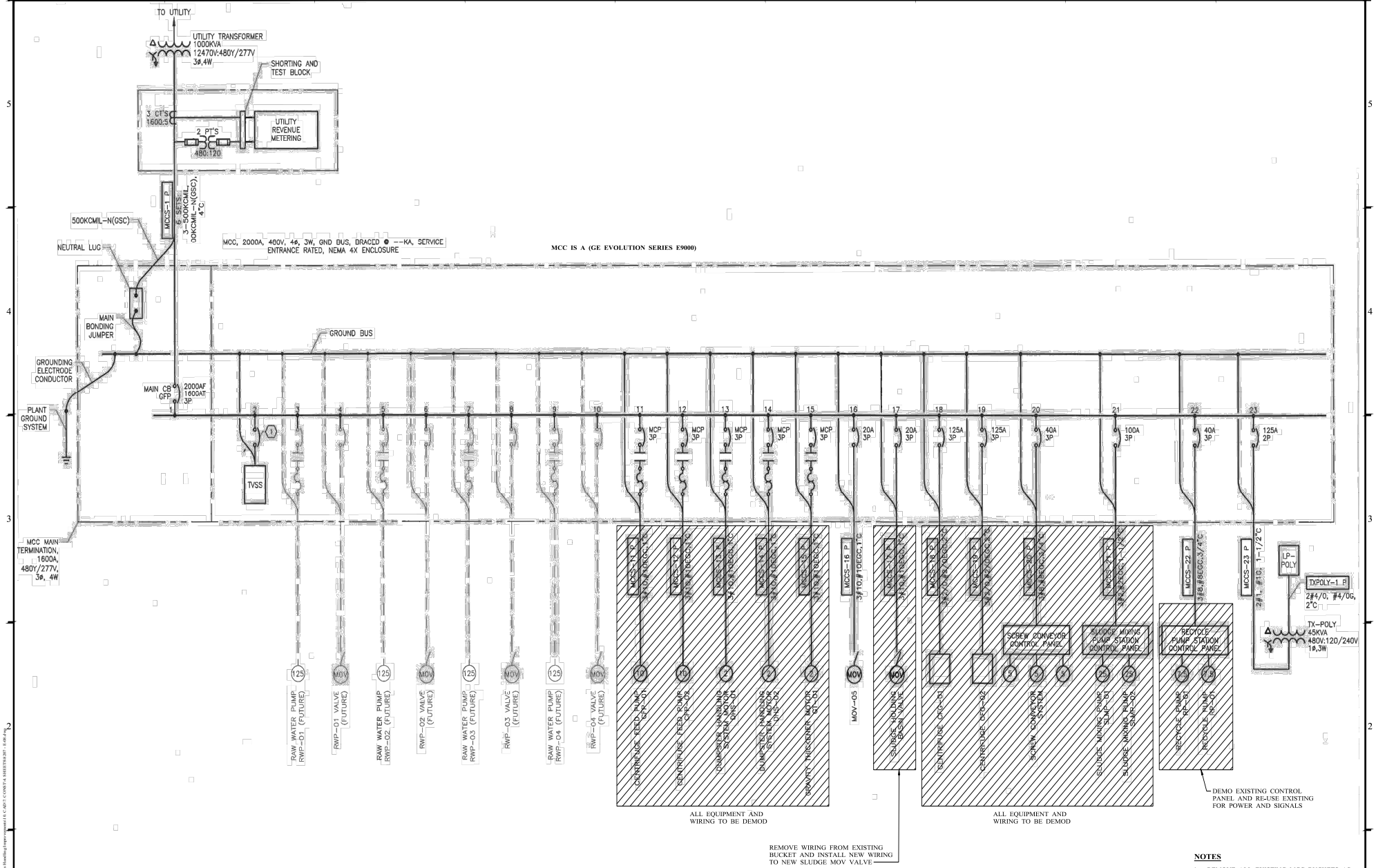
DESIGNED BY D. MATTERN
DRAWN BY J. SALINAS, D. BORCIK
CHECKED BY D. MATTERN
SCALE 3/8" = 1'-0"
DATE 2/18/2025

CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

SLUDGE DEWATERING LOADING AREA ELECTRICAL PLAN

PROJECT NO.: 8207
SEQUENCE No. 44 OF 49
SHEET No. E-07



NOTES

1. REMOVE ALL EXISTING MCC BUCKETS AS NECESSARY TO PROVIDE 3 NEW 3 PHASE 60 AMP BREAKER BUCKETS AND 2 3 PHASE 30 AMP BREAKER BUCKET AND ALL NECESSARY ACCESSORIES.
2. ALL EXISTING DEMOED EQUIPMENT TO BE RETURNED TO OWNER.

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

PACKET

02/18/2025

STATE OF TEXAS — DONALD S. MATTERN — 106161 — LICENSED PROFESSIONAL ENGINEER

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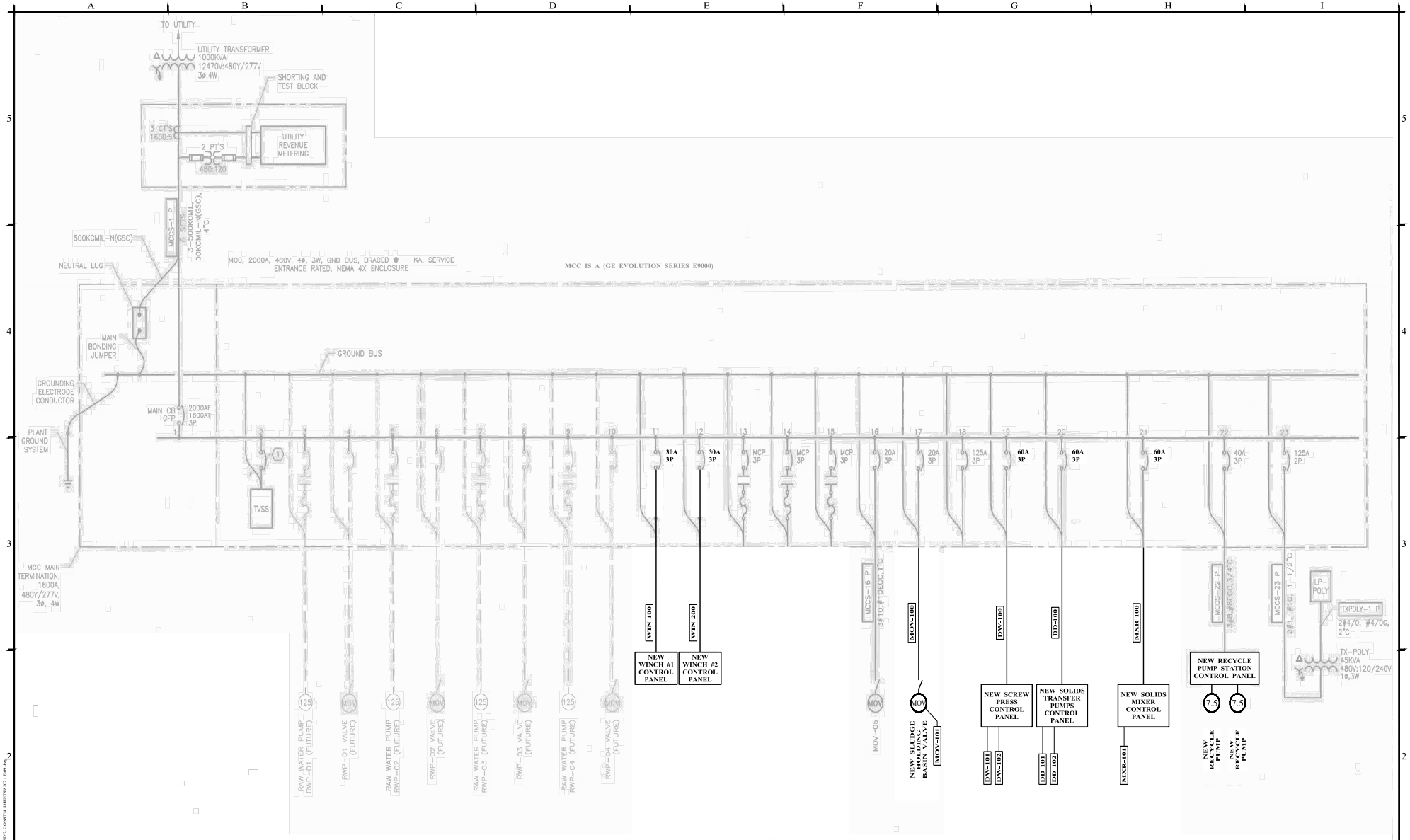
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DRAWN BY J. SALINAS, D. BORCIK
CHECKED BY D. MATTERN
SCALE NONE
DATE 2/18/2025

CITY OF MIDLAND WATER PURIFICATION PLANT SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

SLUDGE DEWATERING BUILDING MCC-S ONE-LINE DEMO PLAN

PROJECT NO.: 8207
SEQUENCE No.: 45 OF 49
SHEET No.: E-08

8,798
May 13, 2025



NOTES

1. REMOVE ALL EXISTING MCC BUCKETS AS NECESSARY TO PROVIDE 3 NEW 3 PHASE 60 AMP BREAKER BUCKETS AND 2 3 PHASE 30 AMP BREAKER BUCKET AND ALL NECESSARY ACCESSORIES.
2. ALL EXISTING DEMOED EQUIPMENT TO BE RETURNED TO OWNER.

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

PACKET

02/18/2025

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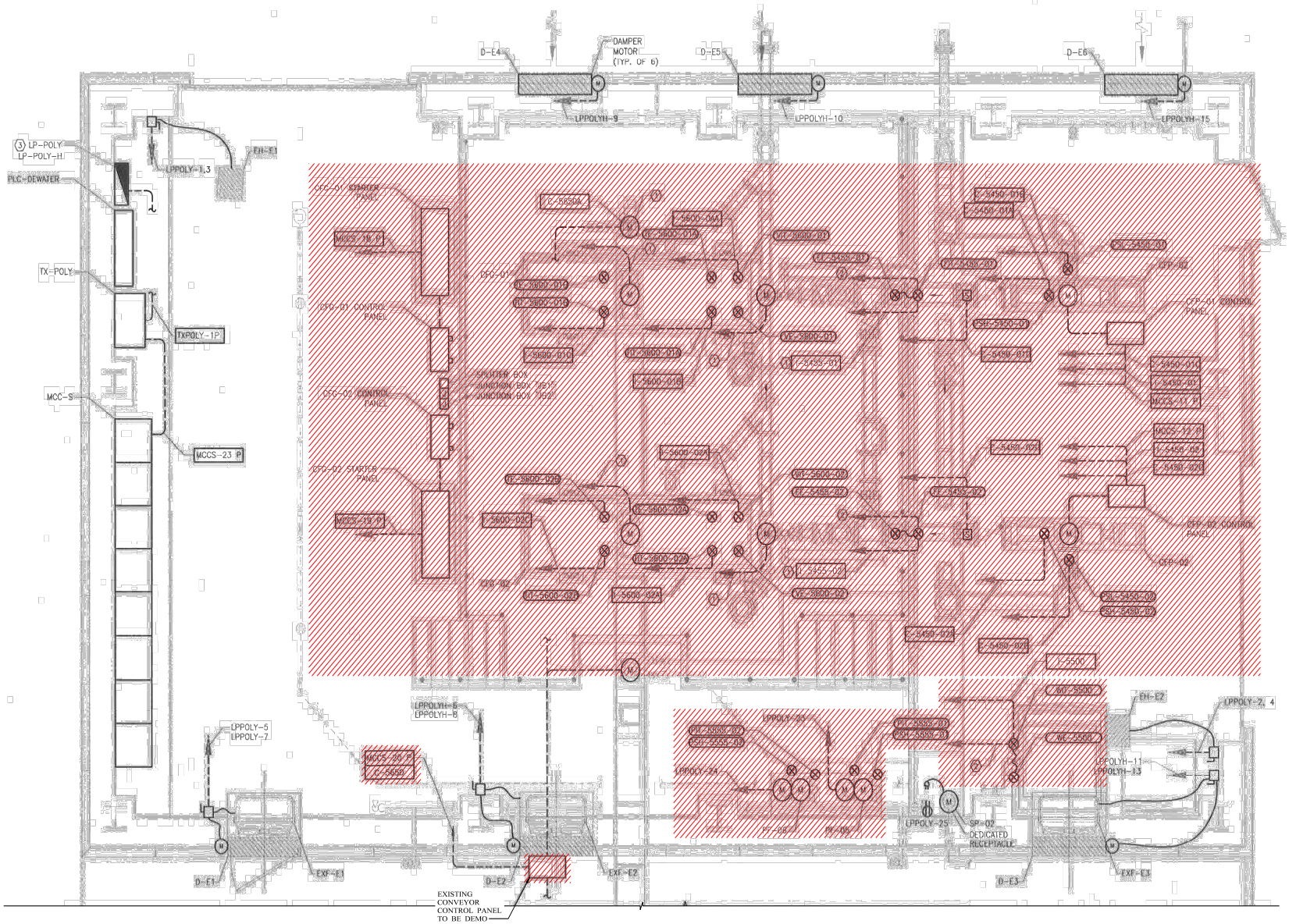
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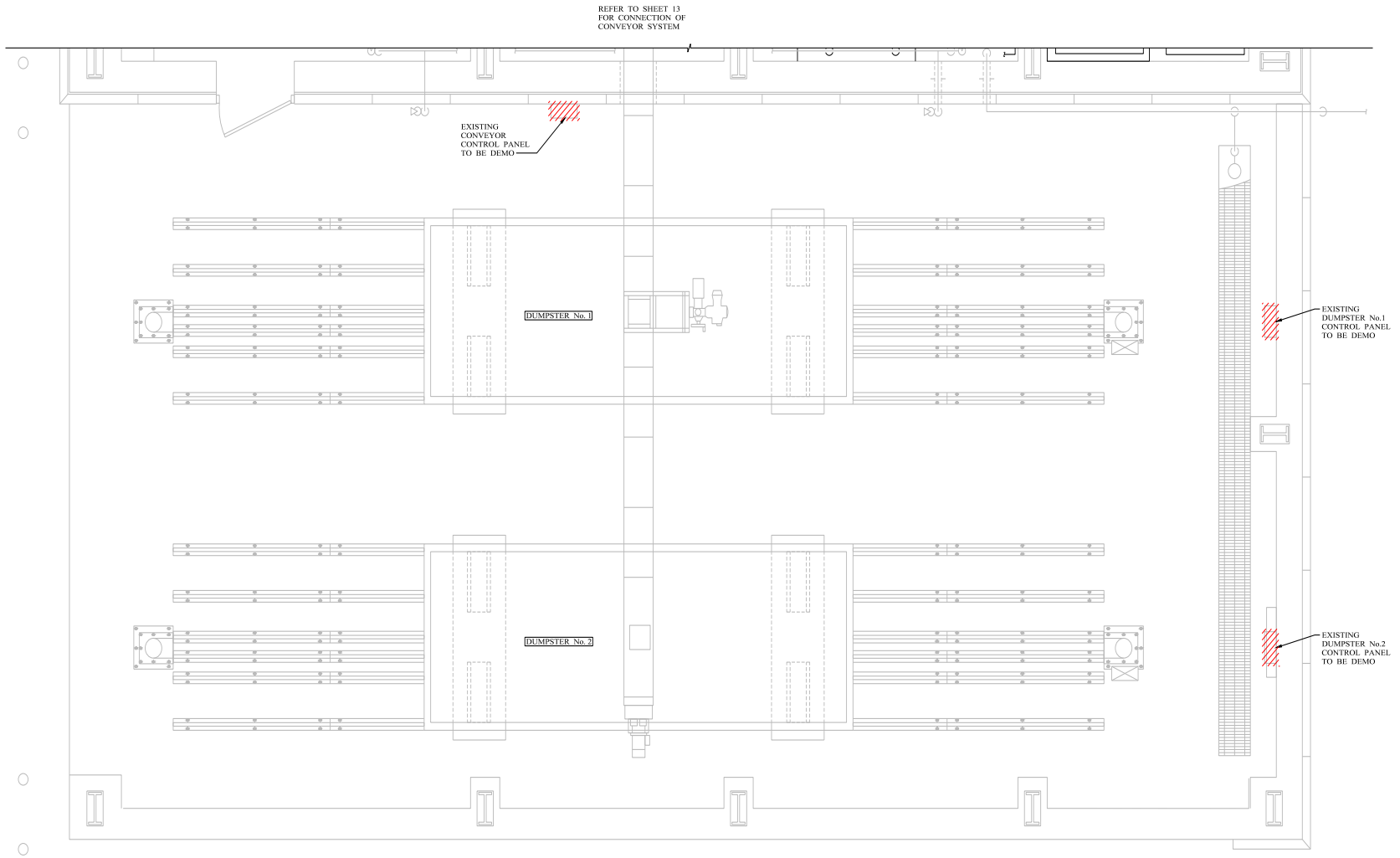
CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

SLUDGE DEWATERING BUILDING
MCC-S ONE-LINE MODIFICATION PLAN

PROJECT NO.: 8207
SEQUENCE No.: 46 OF 49
SHEET No.: E-09


DAMPER MOTOR (TYP. OF 6)
D-E4
D-E5
D-E6
LPPOLYH-9
LPPOLYH-10
LPPOLYH-15
3 LP-POLY
LP-POLY-H
PLC-DEWATER
EH-E1
LPPOLY-1,3
TX-POLY
TXPOLY-1P
MCC-S
MCCS-23 P
DFG-01 STARTER PANEL
DFG-01
DFG-01 CONTROL PANEL
DFG-02 CONTROL PANEL
DFG-02 STARTER PANEL
SPLITTER BOX
JUNCTION BOX 1B1
JUNCTION BOX 1B2
MCCS-18 P
MCCS-19 P
MCCS-20 P
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C-5650A
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E-5600-01B
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DUMPSTER AREA ELECTRICAL PLAN

NOTE

EVERYTHING IN THE RED HATCH IS TO BE DEMOLISHED.

DISCLAIMER:

THIS DRAWING IS INTENDED TO BE PRINTED IN COLOR!

NO.	REVISION	DATE
1	ISSUED FOR ADVERTISEMENT	2/18/2025

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02/18/2025

STATE OF TEXAS — DONALD S. MATTERN — 106161 — LICENSED PROFESSIONAL ENGINEER

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8,801

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CHECKED BY	D. MATTERN
SCALE	3/8" = 1'-0"
DATE	2/18/2025

CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

SLUDGE DEWATERING
DUMPSTER CANOPY DEMO PLAN

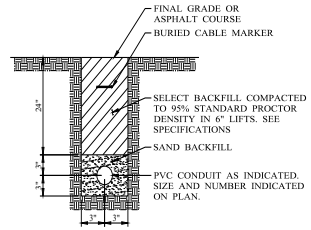
PROJECT NO.:	8207
SEQUENCE No.	48 OF 49
SHEET No.	E-11

TAG #	CONDUIT SIZE	WIRE	FROM	TO	DESCRIPTION	VOLTAGE
DD-100	1"	3- #6 + #10GND	MCC	SOLIDS TRANSFER PUMP CONTROL PANEL	FEEDER	480
DD-101	1"	20 - #14 + #12GND	PLC- DEWATERING	SOLIDS TRANSFER PUMP CONTROL PANEL	SIGNALS	N/A
DD-102	1"	- #16 SH. PR. + CAT6 + #12GN	PLC- DEWATERING	SOLIDS TRANSFER PUMP CONTROL PANEL	SIGNALS	N/A
DD-103	1"	3- #6 + #10GND	SOLIDS TRANSFER PUMP CONTROL PANEL	PUMP #1	POWER	480
DD-104	1"	3- #6 + #10GND	SOLIDS TRANSFER PUMP CONTROL PANEL	PUMP #2	POWER	480
DD-105	1"	2- #16 SH. PR. + #12GND	SOLIDS TRANSFER PUMP CONTROL PANEL	PUMP #1 PRESSURE SWITCH	PRESSURE	N/A
DD-106	1"	2- #16 SH. PR. + #12GND	SOLIDS TRANSFER PUMP CONTROL PANEL	PUMP #2 PRESSURE SWITCH	PRESSURE	N/A
DD-107	1"	8- #14 + #12GND	SOLIDS TRANSFER PUMP CONTROL PANEL	PUMP #1 UPSTREAM AND DOWNSTREAM PRESSURE	PRESSURE	N/A
DD-108	1"	8- #14 + #12GND	SOLIDS TRANSFER PUMP CONTROL PANEL	PUMP #1 UPSTREAM AND DOWNSTREAM PRESSURE	PRESSURE	N/A
DW-100	1-1/2"	3- #4 + #6GND	MCC	SCREW PRESS CONTROL PANEL	FEEDER	480
DW-101	1"	20 - #14 + #12GND	PLC- DEWATERING	SCREW PRESS CONTROL PANEL	SIGNALS	N/A
DW-102	1"	- #16 SH. PR. + CAT6 + #12GN	PLC- DEWATERING	SCREW PRESS CONTROL PANEL	SIGNALS	N/A
DW-103	1"	2- #10 + #12GND	SCREW PRESS CONTROL PANEL	FLOWMETER	POWER	120
DW-104	1"	#16 SH. PR. + #12GND	SCREW PRESS CONTROL PANEL	FLOWMETER	SIGNALS	N/A
DW-105	1"	3- #10 + #12GND	SCREW PRESS CONTROL PANEL	CONVEYOR #1	POWER	480
DW-106	1"	3- #10 + #12GND	SCREW PRESS CONTROL PANEL	CONVEYOR #2	POWER	480
DW-107	1"	3- #10 + #12GND	SCREW PRESS CONTROL PANEL	CONVEYOR #3	POWER	480
DW-108	1"	3- #10 + #12GND	SCREW PRESS CONTROL PANEL	CONVEYOR #4	POWER	480
DW-109	1"	4- #14 + #12GND	SCREW PRESS CONTROL PANEL	ESTOP- #1	SIGNALS	N/A
DW-110	1"	4- #14 + #12GND	SCREW PRESS CONTROL PANEL	ESTOP- #2	SIGNALS	N/A
DW-111	1"	4- #14 + #12GND	SCREW PRESS CONTROL PANEL	ESTOP- #3	SIGNALS	N/A
DW-112	1"	2- #16 SH. PR. + #12GND	SCREW PRESS CONTROL PANEL	CONVEYOR #1 SPEED SENSOR	SIGNALS	N/A
DW-113	1"	2- #16 SH. PR. + #12GND	SCREW PRESS CONTROL PANEL	CONVEYOR #2 SPEED SENSOR	SIGNALS	N/A
DW-114	1"	2- #16 SH. PR. + #12GND	SCREW PRESS CONTROL PANEL	CONVEYOR #3 SPEED SENSOR	SIGNALS	N/A
DW-115	1"	2- #16 SH. PR. + #12GND	SCREW PRESS CONTROL PANEL	CONVEYOR #4 SPEED SENSOR	SIGNALS	N/A
DW-116	1"	3- #10 + #12GND	SCREW PRESS CONTROL PANEL	SLIDE GATE VALVE	POWER	480
DW-117	1"	10 - #14 + #12GND	SCREW PRESS CONTROL PANEL	SLIDE GATE VALVE	SIGNALS	N/A
DW-118	1"	10 - #14 + #12GND	SCREW PRESS CONTROL PANEL	POLYMER CONTROL PANEL	SIGNALS	N/A
DW-119	1"	SPARE	SCREW PRESS CONTROL PANEL	POLYMER CONTROL PANEL	SIGNALS	N/A
MXR-100	1"	3- #6 + #10GND	MCC	SOLIDS BASIN MIXER CONTROL PANEL	POWER	480
MXR-101	1"	10 - #14 + #12GND	PLC- DEWATERING	SOLIDS BASIN MIXER CONTROL PANEL	SIGNALS	N/A
MXR-102	1"	VENDOR CABLE	SOLIDS BASIN MIXER CONTROL PANEL	MIXER	POWER/SIGNALS	N/A
WIN-100	1"	3- #6 + #10GND	MCC	WINCH #1 CONTROL PANEL	POWER	480
WIN-101	1"	3- #6 + #10GND	WINCH #1 CONTROL PANEL	WINCH #1	POWER	480
WIN-102	1"	10 - #14 + #12GND	PLC-DEWATERING	WINCH #1 CONTROL PANEL	SIGNALS	N/A
WIN-200	1"	3- #6 + #10GND	MCC	WINCH #2 CONTROL PANEL	POWER	480
WIN-201	1"	3- #6 + #10GND	WINCH #2 CONTROL PANEL	WINCH #2	POWER	480
WIN-202	1"	10 - #14 + #12GND	PLC-DEWATERING	WINCH #2 CONTROL PANEL	SIGNALS	N/A
MOV-100	1"	3- #6 + #10GND	MCC	SLUDGE MOV VALVE	POWER	480
MOV-101	1"	10- #14 + #12GND	PLC-DEWATERING	SLUDGE MOV VALVE	SIGNALS	N/A
SB-001	1"	4- #6 + #10 GND	LP-POLY	OLIDS BASIN LEVEL/DO TRANSMITTER & RECEPTACI	POWER	120V
SB-100	1"	2- #16 SH. PR + #12GND	PLC-DEWATERING	SOLIDS BASIN LEVEL/DO TRANSMITTER	SIGNALS	N/A

CIRCUIT RACEWAY AND CONDUIT SCHEDULE

DIGITAL OUTPUTS	DIGITAL INPUTS	ANALOG INPUTS	ANALOG OUTPUTS	FIBER CONNECTION	ETHERNET
SCREW PRESS START/STOP COMMAND	SCREW PRESS IN HAND	SLUDGE FLOW	SLUDGE PUMP SPEED SETPOINT		SCREW PRESS CONTROL PANEL
SLIDE GATE OPEN/CLOSE COMMAND	SCREW PRESS ON AUTO	SOLIDS TRANSFER PUMP #1 SPEED FEEDBACK	SOLIDS TRANSFER PUMP #1 SPEED SETPOINT		SLUDGE PUMP CONTROL PANEL
SOLIDS TRANSFER PUMP #1 START/STOP COMMAND	SCREW PRESS RUNNING	SOLIDS TRANSFER PUMP #2 SPEED FEEDBACK	SOLIDS TRANSFER PUMP #2 SPEED SETPOINT		
SOLIDS TRANSFER PUMP #2 START/STOP COMMAND	SCREW PRESS FAULT	SOLIDS BASIN LEVEL			
WINCH #1 FORWARD	SLIDE GATE OPEN	SOLIDS BASIN DO			
WINCH #1 REVERSE	SLIDE GATE CLOSED				
WINCH #2 FORWARD	SOLIDS TRANSFER PUMP #1 RUNNING				
WINCH #2 REVERSE	SOLIDS TRANSFER PUMP #1 FAULT				
SLUDGE MOV OPEN/CLOSE COMMAND	SOLIDS TRANSFER PUMP #2 RUNNING				
SOLIDS BASIN MIXER START/STOP COMMAND	SOLIDS TRANSFER PUMP #2 FAULT				
	WINCH #1 FAULT				
	WINCH #1 RUNNING				
	WINCH #2 FAULT				
	WINCH #2 RUNNING				
	SLUDGE MOV OPENED				
	SLUDGE MOV CLOSED				
	SLUDGE MOV IN HAND				
	SLUDGE MOV IN AUTO				
	SLUDGE MOV FAULT				
	SOLIDS BASIN MIXER RUNNING				
	SOLIDS BASIN MIXER FAULT				

EXISTING PLC-DEWATERING PANEL ADDITIONAL PLC I/O



1 DIRECT BURIED CONDUIT
NO SCALE

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DATE 2/18/2025

CITY OF MIDLAND WATER PURIFICATION PLANT
SOLIDS HANDLING IMPROVEMENTS
MIDLAND, TEXAS

May 13, 2025

ELECTRICAL SCHEDULE

PROJECT NO.: 8207
SEQUENCE No.: 49 OF 49
SHEET No.: E-12

City Council Meeting

Item Number: 9

Meeting Date: May 13, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE CONTRACT FOR THE PURCHASE AND INSTALLATION OF GATEWAY COLLECTORS FOR THE CUSTOMER SERVICE DIVISION FROM CORE & MAIN LP FOR A COST OF $547,546.89; AND APPROPRIATING FUNDS (DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution awarding a sole source agreement for the purchase and installation of the gateway collectors from Core & Main LP for a cost of $547,546.89 for the Customer Service Division.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the Utilities Fund unappropriated fund balance and will be appropriated for this purpose.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The Customer Service Division of the Utilities Department recommends the purchase and installation of gateway collectors for the City's Advanced Metering Infrastructure (AMI) system. Core & Main LP is the sole authorized distributor for the Neptune Technology Group in the state of Texas. 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 due to “patents”, copyrights, secret processes, or natural monopolies. Please see the attached memo from Jennifer Shipp, Customer Service Manager, for additional information.

Therefore, please consider a resolution awarding a sole source agreement for the purchase and installation of the gateway collectors from Core & Main LP for a cost of $547,546.89 for the Customer Service Division.

Morris Williams Jr.

City Manager’s Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE CONTRACT FOR THE PURCHASE AND INSTALLATION OF GATEWAY COLLECTORS FOR THE CUSTOMER SERVICE DIVISION FROM CORE & MAIN LP FOR A COST OF $547,546.89; AND APPROPRIATING FUNDS

WHEREAS, the City of Midland's Customer Service Division utilizes an Advanced Metering Infrastructure ("AMI") system that requires the use of gateway collectors to improve performance and coverage of said AMI system; and

WHEREAS, the City of Midland's AMI system is proprietary in nature and related parts and labor are available only from Core & Main LP; and

WHEREAS, Core & Main LP has agreed to provide and install said gateway collectors for a cost of $547,546.89; and

WHEREAS, Core & Main LP is the sole authorized distributor for gateway collectors for the City of Midland's AMI system in Texas; and

WHEREAS, the City Council finds the price proposed for said purchase and installation of said gateway collectors to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve the sole-source contract for the purchase and installation of said gateway collectors;

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

SECTION ONE. That the City Manager and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a sole-source contract with Core & Main LP for the purchase and installation of gateway collectors for the City of Midland's AMI system for a cost of $547,546.83. Said contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION TWO. That funding is available in the Utilities Fund unappropriated fund balance and shall be appropriated for this purpose.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Core & Main LP in accordance with the provisions of the above-referenced contract

from available funds upon receipt of proper invoices or statements approved by the City Manager or his designee.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, Interim City Attorney

THE CITY OF MIDLAND

CONTRACT

Contract No. 25004412, 25004413

THIS CONTRACT, effective the 13 day of May, 2025, by and between the City of Midland, hereinafter referred to as "CITY", and Core & Main LP, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 547,546.89 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for purchase and installation of the gateways collectors for the City's Advanced Metering Infrastructure (AMI) system. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Intentionally Omitted
EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Carl Craigo 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 200 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

17. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to

this contract shall have any third-party beneficiary or other rights hereunder.

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

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

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, Interim 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 Core & Main LP, 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 _____

Bid Proposal for Midland 11 Gateway Installs

CUSTOMER

CITY OF MIDLAND
1606 ORCHARD
MIDLAND, TX 79701
Contact: Jennifer Shipp
jshipp@midlandtexas.gov

Job
Midland 11 Gateway Installs
Midland, AR, TX
Bid Date: 04/17/2025
Bid #: 4060392

CONTACT

Sales Representative
Arnold Osuna
(M) 915-449-0418
(T) 915-590-6922
(F) 915-590-7034
Arnold.Osuna@coreandmain.com

Core & Main
930 Pendale Rd
El Paso, TX 79907
(T) 9155906922

NOTES

Proposal valid for a period of 30 days from the date of proposal,
Price does not include permits, fees, taxes, bonds or other costs not specifically identified as included in this proposal.

Bid Proposal for Midland 11 Gateway Installs

CITY OF MIDLAND
Job Location: Midland, AR, TX
Bid Date: 04/17/2025
Core & Main Bid #: 4060392

Core & Main
930 Pendale Rd
El Paso, TX 79907
Phone: 9155906922
Fax: 9155907034

Seq#	Qty	Description	Units	Price	Ext Price
10		**INSTALL FIFTEEN (11) NEPTUNE R900V4 GATEWAYS**			
30	11	MOBILIZATION CHARGE	EA	4,995.69	54,952.59
		DUE WITH PO OR CONTRACT			
		GATEWAYS, UPS'S & ATENNAS			
		ARE TO BE PROVIDED BY COM			
90	11	GATEWAY INSTALL ON COM TOWERS	EA	24,825.00	273,075.00
		ESTIMATE COST OF INSTALLATION			
		2EA ON BSIG PROVIDED MONOPOLE			
		6EA ON CUSTOMER LIGHT POLES			
		3EA ON CUSTOMER TRAFFIC LIGHTS			
				SUBTOTAL	**328,027.59**
				Sub Total	**328,027.59**
				Tax	0.00
				Total	**328,027.59**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/terms-of-sale/

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

Bid Proposal for Midland 11 Gateways Collectors

CUSTOMER

CITY OF MIDLAND
1606 ORCHARD
MIDLAND, TX 79701
Contact: Jennifer Shipp
jshipp@midlandtexas.gov

Job
Midland 11 Gateways Collectors
Midland, GA, TX
Bid Date: 04/17/2025
Bid #: 4045352

CONTACT

Sales Representative
Arnold Osuna
(M) 915-449-0418
(T) 915-590-6922
(F) 915-590-7034
Arnold.Osuna@coreandmain.com

Core & Main
930 Pendale Rd
El Paso, TX 79907
(T) 9155906922

NOTES

Monopoles Structures will be furnished by the installer.

Bid Proposal for Midland 11 Gateways Collectors

CITY OF MIDLAND
Job Location: Midland, GA, TX
Bid Date: 04/17/2025
Core & Main Bid #: 4045352

Core & Main
930 Pendale Rd
El Paso, TX 79907
Phone: 9155906922
Fax: 9155907034

Seq#	Qty	Description	Units	Price	Ext Price
10		**GATEWAYS**			
30	11	NEPTUNE 13458-000 GATEWAY V4 CELLULAR (CDMA/GPRS)	EA	12,738.47	140,123.17
40	11	13068-200 130W SOLAR PANEL ASY	EA	6,767.83	74,446.13
50	11	NEPT R900 GATEWAY RF ANTENNA 13146-100	EA	450.00	4,950.00
				SUBTOTAL	**219,519.30**
				Sub Total	**219,519.30**
				Tax	0.00
				Total	**219,519.30**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/terms-of-sale/

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

EXHIBIT D - Building Wage Rate rev 01/05/2024

"General Decision Number: TX20240261 01/05/2024

Superseded General Decision Number: TX20230261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number | Publication Date
0 | 01/05/2024

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER	$ 37.00	24.64

ENGI0178-005 06/01/2020

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

IRON0084-011 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 27.51	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

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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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

INTEROFFICE MEMORANDUM

INTEROFFICE MEMORANDUM
To: Erika Martinez, Purchasing Manager
From: Carl Craigo, PE
Date: 5/2/2025
Subject: Recommendation to Approve – Installation of Additional Gateway Collectors for AMI System

Dear Regina and Erika,

I am recommending approval for the installation of additional **gateway collectors** to improve the performance and coverage of the City's **Advanced Metering Infrastructure (AMI)** system. This upgrade will close existing communication gaps within our meter network, directly enhancing billing accuracy, leak detection, and operational responsiveness.

Background and Funding
This project is a direct result of ongoing operational improvements within the Utilities Department. Through targeted efforts in meter change-outs, data accuracy, and reading efficiency, we have strengthened our overall revenue collection process during the FY25 fiscal year. These improvements have resulted in significant gains to utility revenues, allowing us to reinvest in critical infrastructure needs like this one. The project will be funded through **unallocated Utilities funds generated through these process enhancements**, without requiring additional budget appropriations.

Strategic Alignment
This project supports **Goal 6 of the City of Midland Strategic Plan**: *Invest in infrastructure to support a growing population*. By deploying top-tier technology to ensure full system coverage, we not only improve service reliability for current customers but also position the system to accommodate future growth and further data-driven efficiencies.

Recommendation
I recommend we move forward with this $547,546.89 investment through **Core & Main**, our AMI system provider. This project strengthens our ability to deliver accurate, timely utility services and ensures continued progress in the modernization of Midland's utility infrastructure.

Please let me know if you need any additional information.

Sincerely,
Carl Craigo, PE
Utilities Director

MEMORANDUM

TO: Regina Stephenson, General Service Director, Erika Munoz, Purchasing Manager

FROM: Jennifer Shipp, Utility Billing

DATE: April 17, 2025

SUBJECT: Request for Approval - Installation of Additional Gateway Collectors for AMI System

Purpose:

This memorandum seeks approval for the installation of additional gateway collectors to enhance the coverage and performance of the City's Advanced Metering Infrastructure (AMI) system.

Background:

The City's AMI system is a vital component of our water management strategy, enabling remote meter reading, real-time data collection, and improved customer service. However, we've identified certain areas within the service area where network coverage is limited, resulting in:

- **Incomplete meter reads:** Leading to estimated bills and potential customer dissatisfaction.
- **Delayed leak detection:** Hindering our ability to identify and address leaks promptly.
- **Reduced data accuracy:** Affecting the quality of data used for billing, analysis, and water resource management.

Proposed Solution:

To address these challenges, we propose installing additional gateway collectors in strategic locations to:

- **Expand network coverage:** Ensure reliable communication with all meters in the service area.
- **Improve data accuracy and timeliness:** Enable consistent and timely collection of meter data.
- **Enhance leak detection capabilities:** Facilitate quicker identification and resolution of leaks, minimizing water loss and potential damage.
- **Support future system expansion:** Provide the infrastructure needed to accommodate future growth and expansion of the AMI system.

Vendor Recommendation:

We recommend utilizing Core and Main, our current AMI system provider, for the installation of the additional gateway collectors. This will ensure:

- **Seamless integration:** Compatibility with our existing AMI infrastructure and software.
- **Technical expertise:** Access to qualified technicians with experience in installing and maintaining AMI systems.
- **Efficient implementation:** Streamlined coordination and project management.

Budgetary Considerations:

The total cost for the installation of the additional gateway collectors is $547,546.89. Funding for this project is available within the current fiscal year's budget under the Water and Sewer Operating Budget.

Recommendation:

We strongly recommend approving the installation of additional gateway collectors for the AMI system. This investment will enhance the reliability, accuracy, and effectiveness of our AMI network, supporting our water management goals and improving customer service.

Action Requested:

Please review and approve the attached proposal from Core & Main for the installation of additional gateway collectors.

Thank you for your consideration.

Jennifer Shipp

February 18, 2025

Jennifer Shipp, MBA
City of Midland Utility Billing
Division Manager III
1030 Andrews Highway Ste 220
Midland, TX 79701

Jennifer,

I am writing this letter to confirm that Core and Main is the sole authorized distributor for Neptune Technology Group Products for the City of Midland and the entire State of Texas.

Core and Main handles our full line of Neptune Meters, Radio Frequency Meter Reading Systems, and parts. Their local sales person for the City of Midland is Arnold Osuna and he can be reached at (915) 449-0418. Core and Main also has a Meter and System Specialist on board that covers the Permian Basin area and his name is Ray Richardson and he can be reached at (505) 400-6464.

If you have any question or need anything else, please give me a call at (281) 794-3133. We appreciate your business.

Sincerely,

Charlie Trimble
Senior Territory Manager

THE CITY OF MIDLAND

CONTRACT

Contract No. 25004412, 25004413

THIS CONTRACT, effective the 14 day of May, 2025, by and between the City of Midland, hereinafter referred to as "CITY", and Core & Main LP, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 547,546.89 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for purchase and installation of the gateways collectors for the City's Advanced Metering Infrastructure (AMI) system. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Intentionally Omitted
EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Carl Craigo 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 200 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

17. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to

this contract shall have any third-party beneficiary or other rights hereunder.

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

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

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, Interim 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 Core & Main LP, 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 _____

Bid Proposal for Midland 11 Gateway Installs

CUSTOMER

CITY OF MIDLAND
1606 ORCHARD
MIDLAND, TX 79701
Contact: Jennifer Shipp
jshipp@midlandtexas.gov

Job
Midland 11 Gateway Installs
Midland, AR, TX
Bid Date: 04/17/2025
Bid #: 4060392

CONTACT

Sales Representative
Arnold Osuna
(M) 915-449-0418
(T) 915-590-6922
(F) 915-590-7034
Arnold.Osuna@coreandmain.com

Core & Main
930 Pendale Rd
El Paso, TX 79907
(T) 9155906922

NOTES

Proposal valid for a period of 30 days from the date of proposal,
Price does not include permits, fees, taxes, bonds or other costs not specifically identified as included in this proposal.

Bid Proposal for Midland 11 Gateway Installs

CITY OF MIDLAND
Job Location: Midland, AR, TX
Bid Date: 04/17/2025
Core & Main Bid #: 4060392

Core & Main
930 Pendale Rd
El Paso, TX 79907
Phone: 9155906922
Fax: 9155907034

Seq#	Qty	Description	Units	Price	Ext Price
10		**INSTALL FIFTEEN (11) NEPTUNE R900V4 GATEWAYS**			
30	11	MOBILIZATION CHARGE	EA	4,995.69	54,952.59
		DUE WITH PO OR CONTRACT			
		GATEWAYS, UPS'S & ATENNAS			
		ARE TO BE PROVIDED BY COM			
90	11	GATEWAY INSTALL ON COM TOWERS	EA	24,825.00	273,075.00
		ESTIMATE COST OF INSTALLATION			
		2EA ON BSIG PROVIDED MONOPOLE			
		6EA ON CUSTOMER LIGHT POLES			
		3EA ON CUSTOMER TRAFFIC LIGHTS			
				SUBTOTAL	**328,027.59**
				Sub Total	**328,027.59**
				Tax	0.00
				Total	**328,027.59**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/terms-of-sale/

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

Bid Proposal for Midland 11 Gateways Collectors

CUSTOMER

CITY OF MIDLAND
1606 ORCHARD
MIDLAND, TX 79701
Contact: Jennifer Shipp
jshipp@midlandtexas.gov

Job
Midland 11 Gateways Collectors
Midland, GA, TX
Bid Date: 04/17/2025
Bid #: 4045352

CONTACT

Sales Representative
Arnold Osuna
(M) 915-449-0418
(T) 915-590-6922
(F) 915-590-7034
Arnold.Osuna@coreandmain.com

Core & Main
930 Pendale Rd
El Paso, TX 79907
(T) 9155906922

NOTES

Monopoles Structures will be furnished by the installer.

Bid Proposal for Midland 11 Gateways Collectors

CITY OF MIDLAND
Job Location: Midland, GA, TX
Bid Date: 04/17/2025
Core & Main Bid #: 4045352

Core & Main
930 Pendale Rd
El Paso, TX 79907
Phone: 9155906922
Fax: 9155907034

Seq#	Qty	Description	Units	Price	Ext Price
10		**GATEWAYS**			
30	11	NEPTUNE 13458-000 GATEWAY V4 CELLULAR (CDMA/GPRS)	EA	12,738.47	140,123.17
40	11	13068-200 130W SOLAR PANEL ASY	EA	6,767.83	74,446.13
50	11	NEPT R900 GATEWAY RF ANTENNA 13146-100	EA	450.00	4,950.00
				SUBTOTAL	**219,519.30**
				Sub Total	**219,519.30**
				Tax	0.00
				Total	**219,519.30**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/terms-of-sale/

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EXHIBIT D - Building Wage Rate rev 01/05/2024

"General Decision Number: TX20240261 01/05/2024

Superseded General Decision Number: TX20230261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER	$ 37.00	24.64

ENGI0178-005 06/01/2020

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

IRON0084-011 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 27.51	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

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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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

City Council Meeting

Item Number: 10

Meeting Date: May 13, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE CONTRACT WITH UTILIS, INC., DBA ASTERRA FOR SATELLITE LEAK DETECTION SERVICES FOR THE UTILITIES DEPARTMENT FOR A TOTAL COST OF $930,000.00; AND APPROPRIATING AND TRANSFERRING FUNDS (DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution awarding a sole source contract for Satellite Leak Detection Services for four (4) years for the Utilities Department to Utilis, Inc. dba ASTERRA of La Jolla, California for a total cost of $930,000.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Utilities Fund unappropriated fund balance and will be appropriated and transferred to a project for this purpose.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Staff recommends awarding a sole source contract for the purchase for Satellite Leak Detection Services for four (4) years for the Utilities Department. According to Texas Local

Government Code 252.022 (a)(7)(A), competitive bidding requirements do not apply to items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution awarding a sole source contract for Satellite Leak Detection Services for four (4) years for the Utilities Department to Utilis, Inc. dba ASTERRA of La Jolla, California for a total cost of $930,000.00.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

INTEROFFICE MEMORANDUM
To: Erika Martinez, Purchasing Manager
From: Carl Craigo, PE
Date: 5/2/2025

Subject: Recommendation to Award Subscription – Satellite Leak Detection Program (ASTERRA)

Dear Erika,

I am recommending the approval of a four-year subscription agreement with **ASTERRA** for the **Recover Leak Detection Program**, covering 877 linear miles of potable water mains and service lines across the City of Midland. This satellite-based program will provide proactive leak detection using L-band Synthetic Aperture Radar (SAR) technology, identifying underground leaks with far greater speed and coverage than traditional acoustic methods.

Background & Scope
The ASTERRA system utilizes satellite scans to identify potential leaks and provides a GIS-based platform (EO Discover) that prioritizes field inspections. This program includes four licenses for data access and field tools (U-Collect and U-View), as well as optional acoustic confirmation of leaks through subcontracted technicians. The **total cost of the four-year subscription is $930,000**.

Strategic Alignment
This project supports **Goal 6 of the City of Midland Strategic Plan**: *Ensure the City has the infrastructure needed to support a growing population*. The technology directly enhances our non-revenue water (NRW) management, improves operational efficiency, and supports long-term asset planning. It also contributes to environmental stewardship by reducing treated water loss and energy usage associated with unnecessary treatment and pumping.

Recommendation
I recommend the City proceed with ASTERRA's proposal. This investment strengthens our water infrastructure intelligence, supports faster response to system leaks, and aligns with our goals of sustainability and efficient utility management.

Please let me know if you have any questions or need additional details.

Sincerely,
Carl Craigo, PE
Utilities Director

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE CONTRACT WITH UTILIS, INC., DBA ASTERRA FOR SATELLITE LEAK DETECTION SERVICES FOR THE UTILITIES DEPARTMENT FOR A TOTAL COST OF $930,000.00; AND APPROPRIATING AND TRANSFERRING FUNDS

WHEREAS, the Utilities Department is in need of satellite imaging technology to identify and address water leakages within the City of Midland's infrastructure; and

WHEREAS, Utilis, Inc., dba ASTERRA has agreed to provide the City of Midland with satellite leak detection services for a total cost of $930,000.00; and

WHEREAS, the City Council finds the price proposed for said satellite leak detection services to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a sole-source contract for said satellite leak detection services;

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

SECTION ONE. That the City Manager and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a sole-source contract with Utilis, Inc., dba ASTERRA for satellite leak detection services for the Utilities Department for a total cost of $930,000.00. Said contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION TWO. That funding shall be available in the Utilities Fund unappropriated fund balance and will be appropriated and transferred to a project for this purpose.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Utilis, Inc., dba ASTERRA in accordance with the provisions of the above-referenced contract from available funds upon receipt of proper invoices or statements approved by the City Manager or his designee.

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

the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, Interim City Attorney

CITY OF MIDLAND
SERVICE CONTRACT
#25004704

THIS CONTRACT, effective this 14 day of May 2025, by and between the City of Midland, hereinafter referred to as the "CITY" and Utilis, Inc. dba ASTERRA, hereinafter referred to as the "COMPANY".

Projected Four (4) Year Cost: $ 930,000.00

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 Exhibit "A", which is 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 prices or prices shown in the Proposal, which forms a part of this Contract. No payment shall be due until CITY receives an invoice from COMPANY as stated in the Proposal.

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. 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, 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 term of this agreement shall be for a period of four (4) years commencing on May 14, 2025, and terminating on May 13, 2029 unless sooner terminated as provided in this agreement.

8. 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.

9. 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.

10. 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.

11. 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:	City of Midland, Texas
(If mailed)	P. O. Box 1152
	Midland, Texas 79702
(If hand delivered)	300 North Loraine
	Suite 220
	Midland, Texas 79701
To COMPANY.	Utilis, Inc. dba ASTERRA
	4180 La Jolla Village Drive, Suite 530
	La Jolla, CA 92037

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

12. **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.

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

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

15. 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.

16. **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.

17. 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.

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

CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

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

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

19. **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.

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. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

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

28. **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.

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, 2274.002 and 2276.002 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: _____
Tommy Gonzalez, City Manager

ATTEST

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

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, Interim City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF_____§
§
COUNTY OF_____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2025 personally appeared, _____, an officer of Utilis, Inc. dba ASTERRA, 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 _____, 2025.

_____
Notary Public, State of _____

A proposal for

City of Midland, TX

Proposal & Scope of Work

Prepared by Fareed Nazaryfar, Senior Account Manager

24 April 2025

ASTERRA

ASTERRA uses patent-protected technology for infrastructure condition assessment, pipe replacement modeling, and leak detection in urban and rural, water or sewage networks, using L-band synthetic aperture radar (SAR) mounted on a satellite. The technology is based on a proprietary algorithm that detects soil moisture resulting from treated water or wastewater leaks, through the analysis of SAR data. This is of considerable value to industry, governments, and citizens. Because the observation point is orbiting 390 miles above the Earth, this allows for simultaneous monitoring of pipes within a large network.

ASTERRA's Martian Roots

ASTERRA's core technology is based on the search for underground water on Mars and other planets. Lauren Guy, a geophysicist, and entrepreneur who developed the approach, quickly recognized the application could be even more effective here on Earth. The water was closer, the need more immediate, and the technology had the potential to solve a number of critical problems. Mr. Guy founded Utilis (now known as ASTERRA) in 2013 to develop applications for the new technology. In 2016, leak detection in underground water systems became the first commercially used application. This solution is now called Recover.

A Revolutionary Change

From an orbiting satellite, our algorithm which is fine-tuned to detect treated drinking water and wastewater, reveals underground leaks as small as 0.2 gallons per minute. Now, managers of underground water infrastructure can see the water leaking from their systems. Even in the largest cities, it could be seen all at once, with unheard-of speed and efficiency. ASTERRA continues to refine the technology and expand its applications beyond leak detection, adding pipeline monitoring and deficiency analysis as well as property assessment to its growing capabilities.

Impact

ASTERRA actively contributes to the United Nations Sustainable Development Goals, particularly focusing on Goal numbers 6 (Clean Water and Sanitation), 9 (Industry, Innovation, and Infrastructure), and 13 (Climate Action). By leveraging our expertise in satellite-based infrastructure intelligence, we empower organizations to make data-driven decisions and build a resilient and sustainable future. We are dedicated to creating lasting positive change and supporting the achievement of the SDGs globally.



1. **Satellite Radar – Scan Acquisition**

   Raw scans of the area taken by radar over Areas of Interest (AOI) received from client

2. **Radiometric Corrections**

   ASTERRA takes the raw scan and prepares it for analysis, by filtering interferences from buildings, manmade objects, vegetation, water bodies, and more

3. **Algorithmic Analysis**

   ASTERRA's unique and patented algorithm targets the spectral signature of treated water or wastewater and its interaction with the soil

4. **Availability to Client**

   Newly detected leak locations are delivered via the EO Discover platform to the client on an ongoing basis, with frequency depending on the level of monitoring purchased.

Advantages of Ongoing Monitoring

Today, utilities typically survey their system blindly and reactively. This approach yields minimal results which leads many utilities to deprioritize proactive leak detection. Usually, utilities are forced to use limited resources for work orders to find, dig and repair leaks. In most cases, this results in falling further behind the curve and increased pipe breakages. Rather than leak detectors surveying the entire system blindly, Recover guides leak detectors to likely leak locations or points of interest which ASTERRA has highlighted through their analysis. Now, leak detectors only need to walk 5-10% of the system where water is already leaking. With a single scan, ASTERRA identifies ~30% of the active leaks in your system. Additional scans allow for ongoing monitoring which will result in more active leaks being identified in your system. Additionally, leaks are continuously arising and enlarging, thus ongoing monitoring will continue to detect more leaks even in areas previously inspected.

Client Benefits & Impact

ASTERRA provides a comprehensive, accurate, and non-invasive remote sensing solution for locating leaks and monitoring any potable water and wastewater system in the world. This works over any type of terrain – flat or hilly; sparsely populated or densely populated high-rises. This is done by extracting information from SAR scans taken high above the ground and converting them into locations of underground potable water or wastewater leaks. Reducing NRW additionally has a positive effect on the environment. By reducing non-revenue water loss, the amount of processing decreases, resulting in a reduction of power use and the associated environmental effects. Locating and fixing wastewater leaks in sewer systems also helps the environment by preventing pollution.

Main benefits of Recover:

- Non-invasive technology: Deployment of sensors or hardware on the ground is not necessary.
- ASTERRA technology is effective irrespective of soil type, pipe material, and pipe diameter.
- Covers large areas at once. Surveys an entire system in urban and rural areas, while also providing location intelligence at a fine resolution. Identifies potential leaks in areas that traditional acoustic leak detection programs may not typically survey.
- Find more leaks in a shorter period: Increases the efficiency of traditional acoustic leak detection programs by prioritizing work locations and offering quicker response times.
- Screening technology that can be used directly or indirectly for condition assessment, asset

  budget planning and work on structural changes prioritizing network riskier zones.
- Identifies background (i.e., non-surfacing) leaks that might otherwise go undetected for long periods of time.
- Can fit into either CAPEX or OPEX budgets.
- Provides a positive impact on the environment (reduces water loss, electricity used, and CO2 produced).

ASTERRA's Solutions

ASTERRA's solutions include Recover and MasterPlan for potable water and wastewater. All are made available on ASTERRA's EO Discover platform. Recover and MasterPlan are ASTERRA's commercial services offered in this proposal. The output from the proprietary algorithm is provided through the analysis of the SAR data combined with other processing techniques owned by Utilis (dba ASTERRA).

Recover for Leak Detection

Recover, the recipient of the AWWA Innovation Award in 2021, is a satellite-based solution for monitoring and detecting leaks in drinking and wastewater systems. It enhances operational efficiency and budget optimization by providing infrastructure intelligence for proactive pipe repair and planning. With Recover, entire city-wide systems can be monitored efficiently.

This advanced technology quickly locates non-surfacing leaks, allowing leak detection crews to focus on targeted repairs instead of unnecessary digging. Compared to traditional methods, Recover identifies more leaks and increases field crew efficiency by up to 400%. It offers the water industry the lowest cost per leak found, averaging 3.5 leaks per crew day compared to 1.3 with traditional acoustic methods. By reducing non-revenue water loss, which amounts to 17 billion gallons annually worldwide, Recover brings significant benefits to companies in the industry.

Furthermore, Recover assists the wastewater sector by mitigating the risks of fines, consent decrees, legal consequences, and reputational damage.

Recover Insights

At the start of the client's subscription period, each client is provided access to the EO Discover platform where they can access the data in the form of GIS files, the U-View application, or the dashboard with individual projects and field performance metrics. Each client is also provided access to the U-Collect field investigation application. The platform can be accessed 24/7 during the subscription period to view ASTERRA's analysis and results of field investigations track success metrics. Recover's specific features include:

Recover (POI Output): A GIS layer containing the POIs, provided in SHP and KML format for import into any GIS system (client-based, ESRI, or ASTERRA-provided U-Collect and U-View) that can be overlaid on a map displaying streets, pipes, hydrants, valves, and potential leak information.

EO Discover: A link to the EO Discover password-protected platform displaying data and field results, along with monitoring the progress of the project/service progress in real-time.

Temporal and Spatial Analysis: With a single scan, Recover identifies ~30% of the leaks in a given system. With multiple scans, Recover will identify up to 25% more of the leaks in the given system. Through multiple scans we can identify leak clusters through a temporal and spatial analysis which will aid in maintenance prioritization and asset management plans.

Typical Process and Timeline

- After confirmation of the order through the contract signature or receipt of a purchase order, ASTERRA will acquire the satellite scan(s). ASTERRA must have the order confirmation at least 21 days prior to the first date of satellite coverage to move forward with the satellite data procurement. The date of the acquisition is subject to the technical and operational constraints of the third-party satellite operation company and may change at any time.
- Before the acquisition, the client will provide ASTERRA with an Area of Interest (AOI). Unless agreed otherwise by the parties, the AOI is a designated geographical area to be surveyed using satellite within the client-provided service area.
- During the period prior to the scan acquisition, the client will provide ASTERRA with a GIS layer of all available treated water or sewage lines in the AOI to be analyzed. If available, the client will also provide a hydrant and valve layer within the AOI.
- Unless otherwise agreed upon by both the parties, ASTERRA will provide services only in the AOI overlapping with the client's provided GIS pipe system layer.
- After acquiring the scan and receiving the GIS pipe layers from the client, data will begin to populate on the EO Discover platform. This is approximately 7-14 business days after the first scheduled scan acquisition date. Scan acquisition dates may be changed by a third party (satellite operator) or due to technical constraints. Service start dates may be affected due to poor scan quality according to ASTERRA's quality assurance standards.
- Where applicable, leak field inspection work can begin after the leakage data has populated on EO Discover on an agreeable date between both parties.



PROPOSAL

Scope of Work

The scope of work contained herein details the work and services ASTERRA will provide as well as the roles and responsibilities of both ASTERRA and City of Midland, TX **("Client")**.

Roles, Responsibilities, and Offerings – ASTERRA

ASTERRA will provide Recover data as a service via EO Discover and it will consist of areas identified as potential leaks (i.e., areas containing soil moisture of treated water and/or wastewater underground) using a proprietary satellite imaging algorithm across the **Client's** water system. ASTERRA will provide a primary contact person for technical and administrative purposes who will interact with the **Client**.

ASTERRA's Responsibilities ("Services"):

- Acquiring and analyzing the satellite scan(s).
- Providing potential leak location data as a service through our password-protected platform, EO Discover. This data can be exported as GIS data files.
- Providing best practices for field inspection protocols to the Client.

ASTERRA's Solution for Potable Water:

- **Recover (POI Output):** GIS layer containing the POIs, provided in GIS data files formatted for import into any GIS system.
- **EO Discover:** Provides access to monitor and track the progress of the project/service in real time and calculates ROI and impact metrics for ongoing KPI tracking. The license is for the period of service purchased.
- **U-Collect and U-View Licenses**: Provided for each of the following: U-Collect (allows field technician to collect data in the field), and U-View (allows field technician to view data from anywhere). The license is active upon delivery for the period of service. Additional licenses may be purchased and/or the initial license extended at the request of the client.

- **Kick-off Meeting:** Prior to fieldwork, an ASTERRA or ASTERRA-certified team (regardless of if it the client's team or a contractor), will call a kick-off meeting to agree on the operational field plan to address the Client's specific needs and the best practices required to get the best results.
- Optional: Acoustic Leak Detection for Field Investigation (for Potable Water Pipelines Only): Based upon selecting this option, ASTERRA will provide a certified subcontracted acoustic leak detection team to investigate the points of interest, provide a list of verified leaks, and mark them for repair. The leak detection field verification team(s) is proficient and experienced in using and operating acoustic equipment. The team should be provided with all the needed tools to access the listening points.
- Optional: ASTERRA MasterPlan Pipe Deficiency Map, provided as a GIS data set, if purchased within the Recover tier available or as an additional service option.
- Optional: ESRI Arc GIS Field Maps Integration – data provided in your ESRI ArcGIS online accounts for easy use in ArcGIS Field Maps. (Additional cost may apply if it is not included in the Recover service tier already).

Roles, Responsibilities, and Offering – Client

The Client is responsible for providing baseline system data, work order history, and in some cases, an acoustic field verification team to inspect POIs identified by ASTERRA. The client shall identify a primary contact person for technical, administrative, and field inspection coordination. ASTERRA agrees to use the information described below only for the client's specific project and to not share the information with any other third party.

Client Responsibilities

- **Pipe System Information for Potable Water Lines:** Prior to scan acquisition, the **Client** shall provide ASTERRA with a detailed and accurate GIS pipe system layer. If GIS is not available, roads will be used to guide the analysis. ASTERRA will use this layer to identify POIs. The GIS layer should include pipe material and diameter, length of pipeline to be analyzed, hydrants, valves, and any other detailed information available.
- **Pipe System Information for Wastewater Lines:** Prior to scan acquisition, the **Client** shall provide ASTERRA with a detailed and accurate GIS pipe system layer. If GIS is not available, roads will be used to guide the analysis. ASTERRA will use this layer to identify POI locations. The GIS layer should include pipe material and diameter, forced and/or gravity lines, length of pipeline to be analyzed, manholes, depth, and any other detailed information available.
- **Leak Detection History (Work Orders):** The **Client** shall provide ASTERRA with a detailed and accurate history of leak findings and repairs beginning one (1) week before the date the first satellite scan is acquired and through the project life cycle.
- **Leak Detection Performance Metrics for Potable Water Lines:** The **Client** shall provide ASTERRA with relevant and available performance metric data related to previous **Client**-utilized leak detection methodologies. This information will be used to calculate value metrics of the service and will be provided to the Client in the final report for their use.

Client Services for Potable Water

Areas of Interest (AOI)

During this service, ASTERRA will survey the Area of Interest (AOI) to be determined by the client, contained to 877 linear miles of mains and service pipes as outlined in the image below:



Once ASTERRA receives the full GIS pipe system information from the client, the pipe and total miles analyzed per delivery will be identified. Note: both main and service lines will be counted for total pipe length calculation.

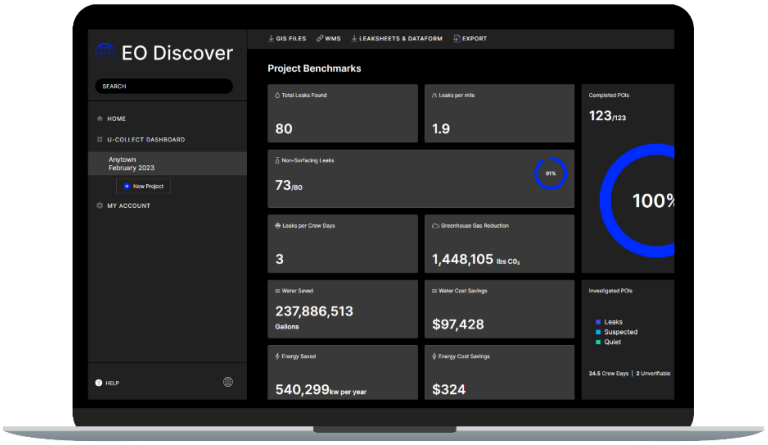
EO Discover

Subscription-Based Service Packages

ASTERRA's Recover solution and features are provided via a subscription to EO Discover with the Prevent service. This service level contains specific features designed to meet clients' current and future needs, with additional add-on services available.

Prevent
4 licenses: EO discover
Base line leak analysis
Leak Locations
U-collect/U-View Apps (4 licenses)
Temporal and Spatial leak Analysis
Prioritized Leak locations for field investigation

Always Included: Online support, customized success plan, best practices tutorials



Pricing – 4 Year Service

Area of interest (AOI) for analysis:

Potable Water lines: 877 Miles

	Prevent	
	QTY	Price
Package	48 months	$530,000
Total	**$530,000**	
Price per year	$132,500	

Optional Additional Services

Subcontracted Acoustic Leak Detection Technician - BOTG (40 hours/ 5 Days @$10,000/week)	200 days (50 days per year)	$400,000

Proposal is valid until: May 4th, 2025

Note: Once a package is selected, please contact ASTERRA sales team for terms of use and signature processing.

Fees & Payment Terms

1. Annual subscription fee per Package and Service Tier requested by Client (exclusive of Taxes) (“Annual Fee”) and Additional Services as required by Client (“Support Service Fee”) as provided in the table below.
2. Package Name: Prevent, Subscription Duration: 48 Months.
3. Potable Water lines surveyed: 877 linear miles.
4. Table of fees:

ASTERRA Annual Subscription Package	**PREVENT**
Included Services	
200 Days/1,600 hours of Subcontracted Acoustic Leak Detection	
(4) U-Collect Additional Licenses for 12 Months	
Package Price	$930,000
TOTAL	**$930,000**

5. Payments by Client shall be made as follows:
    a. Annual Subscription Fee and any additional services shall be invoiced by ASTERRA on the Go-Live-Date.
6. Payment is due 30 days from the invoice date.
7. Requests for analysis outside the agreed upon AOI provided by the Client may result in additional fees.

ASTERRA
Technology by Utilis

ASTERRA
4180 La Jolla Village Drive
Suite 530
La Jolla, CA 92037

April 10th, 2025

ATTN: Carl Craigo
City of Midland, TX
300 N. Loraine
Midland, TX 79701

To Whom It May Concern:

This letter is in regard to Utilis Inc., DBA ASTERRA and the **sole source provider status** for the City of Midland, TX remote sensing water leak survey project. This letter is to confirm that the Utilis data analysis for identifying possible potable water leaks in water distribution systems is a sole source product, manufactured and sold by Utilis Inc. No division of Utilis, nor any other company, makes a similar or competing product.

Utilis developed a unique and patented algorithm for leaks detection in urban freshwater distribution networks. Utilis uses spectral aerial imaging, taken from a satellite mounted sensor, using the L band microwave wavelength, to spot leakage in subterranean drinking water networks. Drinking water is detected, by looking for the particular spectral signature typical to drinking water.

Utilis analysis identifies the leaks within a search distance from the actual leak. The search distance is defined by a "Dynamic buffer", which is calculated specifically according to physical properties of the analyzed area and technical components of the satellite. For every new analysis, the size of the dynamic buffer is specifically calculated. The polygon area size varies for each analysis.

Additionally, **competition is precluded by the existence of patent**: Utilis' algorithm and process are patented US 9285475 Mar, 15 2016 SYSTEM AND METHOD OF UNDERGROUND WATER DETECTION assigned to Utilis Israel Ltd. Utilis Inc. is 100% owned subsidiary of Utilis Inc.

If you desire additional information, don't hesitate to contact us at 1-858-382-7066 at any time or visit our website at www.utiliscorp.com.

Sincerely,

James D. Perry
Chief Executive Officer

CITY OF MIDLAND
SERVICE CONTRACT
#25004704

THIS CONTRACT, effective this 14 day of May 2025, by and between the City of Midland, hereinafter referred to as the "CITY" and Utilis, Inc. dba ASTERRA, hereinafter referred to as the "COMPANY".

Projected Four (4) Year Cost: $ 930,000.00

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 Exhibit "A", which is 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 prices or prices shown in the Proposal, which forms a part of this Contract. No payment shall be due until CITY receives an invoice from COMPANY as stated in the Proposal.

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. 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, 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 term of this agreement shall be for a period of four (4) years commencing on May 14, 2025, and terminating on May 13, 2029 unless sooner terminated as provided in this agreement.

8. 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.

9. 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.

10. 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.

11. 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:	City of Midland, Texas
(If mailed)	P. O. Box 1152
	Midland, Texas 79702
(If hand delivered)	300 North Loraine
	Suite 220
	Midland, Texas 79701
To COMPANY.	Utilis, Inc. dba ASTERRA
	4180 La Jolla Village Drive, Suite 530
	La Jolla, CA 92037

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

12. **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.

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

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

15. 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.

16. **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.

17. 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.

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

CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

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

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

19. **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.

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. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

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

28. **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.

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, 2274.002 and 2276.002 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: _____
Tommy Gonzalez, City Manager

ATTEST

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

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, Interim City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF_____§

§

COUNTY OF_____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2025 personally appeared, _____, an officer of Utilis, Inc. dba ASTERRA, 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 _____, 2025.

_____
Notary Public, State of _____

A proposal for

City of Midland, TX

Proposal & Scope of Work

Prepared by Fareed Nazaryfar, Senior Account Manager

24 April 2025

4180 La Jolla Village Dr., #530 San Diego, CA 92037 858.521.9442 US **asterra.io**

ASTERRA

ASTERRA uses patent-protected technology for infrastructure condition assessment, pipe replacement modeling, and leak detection in urban and rural, water or sewage networks, using L-band synthetic aperture radar (SAR) mounted on a satellite. The technology is based on a proprietary algorithm that detects soil moisture resulting from treated water or wastewater leaks, through the analysis of SAR data. This is of considerable value to industry, governments, and citizens. Because the observation point is orbiting 390 miles above the Earth, this allows for simultaneous monitoring of pipes within a large network.

ASTERRA's Martian Roots

ASTERRA's core technology is based on the search for underground water on Mars and other planets. Lauren Guy, a geophysicist, and entrepreneur who developed the approach, quickly recognized the application could be even more effective here on Earth. The water was closer, the need more immediate, and the technology had the potential to solve a number of critical problems. Mr. Guy founded Utilis (now known as ASTERRA) in 2013 to develop applications for the new technology. In 2016, leak detection in underground water systems became the first commercially used application. This solution is now called Recover.

A Revolutionary Change

From an orbiting satellite, our algorithm which is fine-tuned to detect treated drinking water and wastewater, reveals underground leaks as small as 0.2 gallons per minute. Now, managers of underground water infrastructure can see the water leaking from their systems. Even in the largest cities, it could be seen all at once, with unheard-of speed and efficiency. ASTERRA continues to refine the technology and expand its applications beyond leak detection, adding pipeline monitoring and deficiency analysis as well as property assessment to its growing capabilities.

Impact

ASTERRA actively contributes to the United Nations Sustainable Development Goals, particularly focusing on Goal numbers 6 (Clean Water and Sanitation), 9 (Industry, Innovation, and Infrastructure), and 13 (Climate Action). By leveraging our expertise in satellite-based infrastructure intelligence, we empower organizations to make data-driven decisions and build a resilient and sustainable future. We are dedicated to creating lasting positive change and supporting the achievement of the SDGs globally.



1. **Satellite Radar – Scan Acquisition**

   Raw scans of the area taken by radar over Areas of Interest (AOI) received from client

2. **Radiometric Corrections**

   ASTERRA takes the raw scan and prepares it for analysis, by filtering interferences from buildings, manmade objects, vegetation, water bodies, and more

3. **Algorithmic Analysis**

   ASTERRA's unique and patented algorithm targets the spectral signature of treated water or wastewater and its interaction with the soil

4. **Availability to Client**

   Newly detected leak locations are delivered via the EO Discover platform to the client on an ongoing basis, with frequency depending on the level of monitoring purchased.

Advantages of Ongoing Monitoring

Today, utilities typically survey their system blindly and reactively. This approach yields minimal results which leads many utilities to deprioritize proactive leak detection. Usually, utilities are forced to use limited resources for work orders to find, dig and repair leaks. In most cases, this results in falling further behind the curve and increased pipe breakages. Rather than leak detectors surveying the entire system blindly, Recover guides leak detectors to likely leak locations or points of interest which ASTERRA has highlighted through their analysis. Now, leak detectors only need to walk 5-10% of the system where water is already leaking. With a single scan, ASTERRA identifies ~30% of the active leaks in your system. Additional scans allow for ongoing monitoring which will result in more active leaks being identified in your system. Additionally, leaks are continuously arising and enlarging, thus ongoing monitoring will continue to detect more leaks even in areas previously inspected.

Client Benefits & Impact

ASTERRA provides a comprehensive, accurate, and non-invasive remote sensing solution for locating leaks and monitoring any potable water and wastewater system in the world. This works over any type of terrain – flat or hilly; sparsely populated or densely populated high-rises. This is done by extracting information from SAR scans taken high above the ground and converting them into locations of underground potable water or wastewater leaks. Reducing NRW additionally has a positive effect on the environment. By reducing non-revenue water loss, the amount of processing decreases, resulting in a reduction of power use and the associated environmental effects. Locating and fixing wastewater leaks in sewer systems also helps the environment by preventing pollution.

Main benefits of Recover:

- Non-invasive technology: Deployment of sensors or hardware on the ground is not necessary.
- ASTERRA technology is effective irrespective of soil type, pipe material, and pipe diameter.
- Covers large areas at once. Surveys an entire system in urban and rural areas, while also providing location intelligence at a fine resolution. Identifies potential leaks in areas that traditional acoustic leak detection programs may not typically survey.
- Find more leaks in a shorter period: Increases the efficiency of traditional acoustic leak detection programs by prioritizing work locations and offering quicker response times.
- Screening technology that can be used directly or indirectly for condition assessment, asset

  budget planning and work on structural changes prioritizing network riskier zones.
- Identifies background (i.e., non-surfacing) leaks that might otherwise go undetected for long periods of time.
- Can fit into either CAPEX or OPEX budgets.
- Provides a positive impact on the environment (reduces water loss, electricity used, and CO2 produced).

ASTERRA's Solutions

ASTERRA's solutions include Recover and MasterPlan for potable water and wastewater. All are made available on ASTERRA's EO Discover platform. Recover and MasterPlan are ASTERRA's commercial services offered in this proposal. The output from the proprietary algorithm is provided through the analysis of the SAR data combined with other processing techniques owned by Utilis (dba ASTERRA).

Recover for Leak Detection

Recover, the recipient of the AWWA Innovation Award in 2021, is a satellite-based solution for monitoring and detecting leaks in drinking and wastewater systems. It enhances operational efficiency and budget optimization by providing infrastructure intelligence for proactive pipe repair and planning. With Recover, entire city-wide systems can be monitored efficiently.

This advanced technology quickly locates non-surfacing leaks, allowing leak detection crews to focus on targeted repairs instead of unnecessary digging. Compared to traditional methods, Recover identifies more leaks and increases field crew efficiency by up to 400%. It offers the water industry the lowest cost per leak found, averaging 3.5 leaks per crew day compared to 1.3 with traditional acoustic methods. By reducing non-revenue water loss, which amounts to 17 billion gallons annually worldwide, Recover brings significant benefits to companies in the industry.

Furthermore, Recover assists the wastewater sector by mitigating the risks of fines, consent decrees, legal consequences, and reputational damage.

Recover Insights

At the start of the client's subscription period, each client is provided access to the EO Discover platform where they can access the data in the form of GIS files, the U-View application, or the dashboard with individual projects and field performance metrics. Each client is also provided access to the U-Collect field investigation application. The platform can be accessed 24/7 during the subscription period to view ASTERRA's analysis and results of field investigations track success metrics. Recover's specific features include:

Recover (POI Output): A GIS layer containing the POIs, provided in SHP and KML format for import into any GIS system (client-based, ESRI, or ASTERRA-provided U-Collect and U-View) that can be overlaid on a map displaying streets, pipes, hydrants, valves, and potential leak information.

EO Discover: A link to the EO Discover password-protected platform displaying data and field results, along with monitoring the progress of the project/service progress in real-time.

Temporal and Spatial Analysis: With a single scan, Recover identifies ~30% of the leaks in a given system. With multiple scans, Recover will identify up to 25% more of the leaks in the given system. Through multiple scans we can identify leak clusters through a temporal and spatial analysis which will aid in maintenance prioritization and asset management plans.

Typical Process and Timeline

- After confirmation of the order through the contract signature or receipt of a purchase order, ASTERRA will acquire the satellite scan(s). ASTERRA must have the order confirmation at least 21 days prior to the first date of satellite coverage to move forward with the satellite data procurement. The date of the acquisition is subject to the technical and operational constraints of the third-party satellite operation company and may change at any time.
- Before the acquisition, the client will provide ASTERRA with an Area of Interest (AOI). Unless agreed otherwise by the parties, the AOI is a designated geographical area to be surveyed using satellite within the client-provided service area.
- During the period prior to the scan acquisition, the client will provide ASTERRA with a GIS layer of all available treated water or sewage lines in the AOI to be analyzed. If available, the client will also provide a hydrant and valve layer within the AOI.
- Unless otherwise agreed upon by both the parties, ASTERRA will provide services only in the AOI overlapping with the client's provided GIS pipe system layer.
- After acquiring the scan and receiving the GIS pipe layers from the client, data will begin to populate on the EO Discover platform. This is approximately 7-14 business days after the first scheduled scan acquisition date. Scan acquisition dates may be changed by a third party (satellite operator) or due to technical constraints. Service start dates may be affected due to poor scan quality according to ASTERRA's quality assurance standards.
- Where applicable, leak field inspection work can begin after the leakage data has populated on EO Discover on an agreeable date between both parties.



PROPOSAL

Scope of Work

The scope of work contained herein details the work and services ASTERRA will provide as well as the roles and responsibilities of both ASTERRA and City of Midland, TX **("Client")**.

Roles, Responsibilities, and Offerings – ASTERRA

ASTERRA will provide Recover data as a service via EO Discover and it will consist of areas identified as potential leaks (i.e., areas containing soil moisture of treated water and/or wastewater underground) using a proprietary satellite imaging algorithm across the **Client's** water system. ASTERRA will provide a primary contact person for technical and administrative purposes who will interact with the **Client**.

ASTERRA's Responsibilities ("Services"):

- Acquiring and analyzing the satellite scan(s).
- Providing potential leak location data as a service through our password-protected platform, EO Discover. This data can be exported as GIS data files.
- Providing best practices for field inspection protocols to the Client.

ASTERRA's Solution for Potable Water:

- **Recover (POI Output):** GIS layer containing the POIs, provided in GIS data files formatted for import into any GIS system.
- **EO Discover:** Provides access to monitor and track the progress of the project/service in real time and calculates ROI and impact metrics for ongoing KPI tracking. The license is for the period of service purchased.
- **U-Collect and U-View Licenses**: Provided for each of the following: U-Collect (allows field technician to collect data in the field), and U-View (allows field technician to view data from anywhere). The license is active upon delivery for the period of service. Additional licenses may be purchased and/or the initial license extended at the request of the client.

- **Kick-off Meeting:** Prior to fieldwork, an ASTERRA or ASTERRA-certified team (regardless of if it the client's team or a contractor), will call a kick-off meeting to agree on the operational field plan to address the Client's specific needs and the best practices required to get the best results.
- Optional: Acoustic Leak Detection for Field Investigation (for Potable Water Pipelines Only): Based upon selecting this option, ASTERRA will provide a certified subcontracted acoustic leak detection team to investigate the points of interest, provide a list of verified leaks, and mark them for repair. The leak detection field verification team(s) is proficient and experienced in using and operating acoustic equipment. The team should be provided with all the needed tools to access the listening points.
- Optional: ASTERRA MasterPlan Pipe Deficiency Map, provided as a GIS data set, if purchased within the Recover tier available or as an additional service option.
- Optional: ESRI Arc GIS Field Maps Integration – data provided in your ESRI ArcGIS online accounts for easy use in ArcGIS Field Maps. (Additional cost may apply if it is not included in the Recover service tier already).

Roles, Responsibilities, and Offering – Client

The Client is responsible for providing baseline system data, work order history, and in some cases, an acoustic field verification team to inspect POIs identified by ASTERRA. The client shall identify a primary contact person for technical, administrative, and field inspection coordination. ASTERRA agrees to use the information described below only for the client's specific project and to not share the information with any other third party.

Client Responsibilities

- **Pipe System Information for Potable Water Lines:** Prior to scan acquisition, the **Client** shall provide ASTERRA with a detailed and accurate GIS pipe system layer. If GIS is not available, roads will be used to guide the analysis. ASTERRA will use this layer to identify POIs. The GIS layer should include pipe material and diameter, length of pipeline to be analyzed, hydrants, valves, and any other detailed information available.
- **Pipe System Information for Wastewater Lines:** Prior to scan acquisition, the **Client** shall provide ASTERRA with a detailed and accurate GIS pipe system layer. If GIS is not available, roads will be used to guide the analysis. ASTERRA will use this layer to identify POI locations. The GIS layer should include pipe material and diameter, forced and/or gravity lines, length of pipeline to be analyzed, manholes, depth, and any other detailed information available.
- **Leak Detection History (Work Orders):** The **Client** shall provide ASTERRA with a detailed and accurate history of leak findings and repairs beginning one (1) week before the date the first satellite scan is acquired and through the project life cycle.
- **Leak Detection Performance Metrics for Potable Water Lines:** The **Client** shall provide ASTERRA with relevant and available performance metric data related to previous **Client**-utilized leak detection methodologies. This information will be used to calculate value metrics of the service and will be provided to the Client in the final report for their use.

Client Services for Potable Water

Areas of Interest (AOI)

During this service, ASTERRA will survey the Area of Interest (AOI) to be determined by the client, contained to 877 linear miles of mains and service pipes as outlined in the image below:



Once ASTERRA receives the full GIS pipe system information from the client, the pipe and total miles analyzed per delivery will be identified. Note: both main and service lines will be counted for total pipe length calculation.

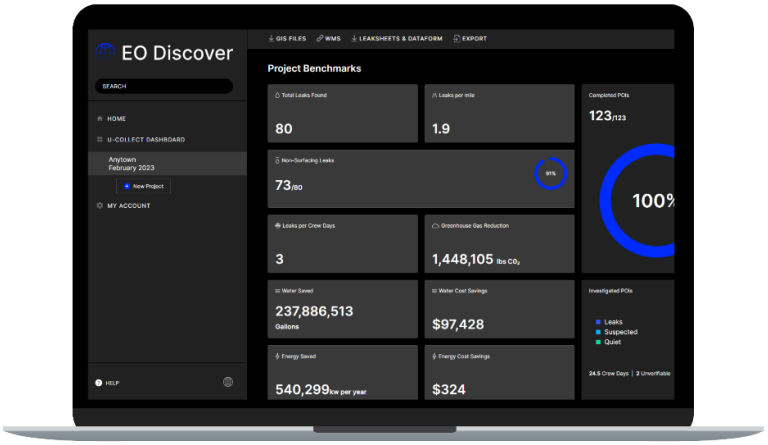


Subscription-Based Service Packages

ASTERRA's Recover solution and features are provided via a subscription to EO Discover with the Prevent service. This service level contains specific features designed to meet clients' current and future needs, with additional add-on services available.

Prevent
4 licenses: EO discover
Base line leak analysis
Leak Locations
U-collect/U-View Apps (4 licenses)
Temporal and Spatial leak Analysis
Prioritized Leak locations for field investigation

Always Included: Online support, customized success plan, best practices tutorials



Pricing – 4 Year Service

Area of interest (AOI) for analysis:

Potable Water lines: 877 Miles

	Prevent	
	QTY	Price
Package	48 months	$530,000
Total	**$530,000**	
Price per year	$132,500	

Optional Additional Services

Subcontracted Acoustic Leak Detection Technician - BOTG (40 hours/ 5 Days @$10,000/week)	200 days (50 days per year)	$400,000

Proposal is valid until: May 4th, 2025

Note: Once a package is selected, please contact ASTERRA sales team for terms of use and signature processing.

Fees & Payment Terms

1. Annual subscription fee per Package and Service Tier requested by Client (exclusive of Taxes) (“Annual Fee”) and Additional Services as required by Client (“Support Service Fee”) as provided in the table below.
2. Package Name: Prevent, Subscription Duration: 48 Months.
3. Potable Water lines surveyed: 877 linear miles.
4. Table of fees:

ASTERRA Annual Subscription Package	**PREVENT**
Included Services	
200 Days/1,600 hours of Subcontracted Acoustic Leak Detection	
(4) U-Collect Additional Licenses for 12 Months	
Package Price	$930,000
TOTAL	**$930,000**

5. Payments by Client shall be made as follows:
    a. Annual Subscription Fee and any additional services shall be invoiced by ASTERRA on the Go-Live-Date.
6. Payment is due 30 days from the invoice date.
7. Requests for analysis outside the agreed upon AOI provided by the Client may result in additional fees.

City Council Meeting

Item Number: 11

Meeting Date: May 13, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION APPROVING THE PURCHASE OF REPAIR SERVICES FROM WARREN POWER & MACHINERY, INC., D/B/A WARREN CAT THROUGH BUYBOARD, FOR THE REPAIR OF A CATERPILLAR MODEL 745 ARTICULATED DUMP TRUCK FOR THE SOLID WASTE DEPARTMENT FOR A TOTAL COST OF $272,163.78; AND APPROVING $13,608.22 FOR CONTINGENCIES (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Purpose:

Resolution approving the repair of a Caterpillar model 745 Articulated Dump Truck from Warren Power & Machinery, Inc Dba Warren Cat for the Solid Waste Department through Buyboard contract 687-22 for a cost of $272,163.78 plus $13,608.22 in contingencies for possible additional undiscovered damages for a total cost of $285,772.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Garage Fund operating budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The Garage Division is recommending the repair of a Caterpillar model 745 Articulated Dump

Truck from Warren Power & Machinery, Inc Dba Warren Cat for the Solid Waste Department through Buyboard contract 687-22. We are members of the Buyboard Program 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 Manuel Salinas, Garage Superintendent, for additional information.

Therefore, please consider a resolution approving the repair of a Caterpillar model 745 Articulated Dump Truck from Warren Power & Machinery, Inc Dba Warren Cat for the Solid Waste Department through Buyboard contract 687-22 for a cost of $272,163.78 plus $13,608.22 in contingencies for a total cost of $285,772.00.

Morris Williams Jr.

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Repairing Landfill Dump Truck unit 7912

DATE: 05/01/2025

Fleet services is requesting for the repair of dump truck unit 7912, due to damage it received when it was in a rollover accident at the landfill. Fleet services is requesting that the repairs be done by Warren Cat the authorized dealership and repair shop for Caterpillar.

Sincerely,

Manuel Eloy Salinas

City of Midland Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF REPAIR SERVICES FROM WARREN POWER & MACHINERY, INC., D/B/A WARREN CAT THROUGH BUYBOARD, FOR THE REPAIR OF A CATERPILLAR MODEL 745 ARTICULATED DUMP TRUCK FOR THE SOLID WASTE DEPARTMENT FOR A TOTAL COST OF $272,163.78; AND APPROVING $13,608.22 FOR CONTINGENCIES

WHEREAS, Buyboard is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Warren Power & Machinery, Inc., d/b/a Warren Cat has submitted a cost to of $272,163.78 for the repair of a Caterpillar Model 745 articulated dump truck through Buyboard as shown on the quote that is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Council finds the price proposed by Warren Power & Machinery, Inc., d/b/a Warren Cat through Buyboard for said repair services to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve the purchase of repair services from Warren Power & Machinery, Inc., d/b/a Warren Cat for the repair of a Caterpillar Model 745 articulated dump truck through Buyboard; and

WHEREAS, the City Council finds it to be in the public interest to approve $13,608.22 for contingencies;

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 repair services from Warren Power & Machinery, Inc., d/b/a Warren Cat for the repair of a Caterpillar Model 745 articulated dump truck, through Buyboard, for a cost of $272,163.78.

SECTION TWO. That the sum of $13,608.22 for contingencies is hereby approved.

SECTION THREE. That funding shall be available in the Garage Fund operating budget.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Warren Power & Machinery, Inc., d/b/a Warren for said repair services upon the receipt of proper invoices or statements approved by the City Manager or his designee.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, Interim City Attorney

CITY OF MIDLAND
FLEET SERVICES DIVISION PO BOX 1152
MIDLAND

ESTIMATE

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
9984010	25163094	3/25/2025	MARTIN NAVARRETE
PHONE NO.	**FAX NO.**	**EMAIL**	
432 685 3431		mnavarrete@mmidlandtexas.gov	
MODEL	**MAKE**		**SERIAL NO.**
745	CATERPILLAR		03T603056
UNIT NO.	**HOURS**	**WO NO.**	**P.O. NO.**
7912	4915		

Note

MR15429
MACHINE HAS DAMAGE DUE TO A ROLLOVER.
MACHINE IS INOPERABLE, PERFORMED A VISUAL
INSPECTION OF THE MACHINE.
PARTS FREIGHT IS NOT INCLUDED.
ADDITIONAL PARTS AND LABOR MAY BE REQURED.
BUY BOARD CONTRACT 687-22
CORE CHARGES HAVE BEEN REMOVED FROM THE QUOTE,
ADDITIONAL CORE CHARGES MAY APPLY.

SEGMENT: 00 CLEAN & INSPECT MACHINE (571 7000)
NOTES:

Parts

Part Number	Description	Qty	Unit Price	Ext Price
			Total Estimated Parts:	0.00

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	4.00	189.00	756.00
			Total Estimated Labor:	756.00

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
SUP-**-**-**	JOB SUPPLIES FEE	1	1,314.00	1,314.00
			Total Estimated Misc:	1,314.00

Segment 00 Total: 2,070.00

SEGMENT: 01 PREPARE TO TRANSPORT MACHINE (05A 7000)
NOTES:
MACHINE IS INOPERABLE,
NEED TO UNLOAD FROM TRAILER AND PUSH MACHINE TO
THE WASH BAY AND THE SHOP BAY FOR REPAIRS.

Exhibit "A"

Parts

Part Number	Description	Qty	Unit Price	Ext Price
			Total Estimated Parts:	0.00

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	6.00	189.00	1,134.00
			Total Estimated Labor:	1,134.00

Labor Summary

Segment 01 Total: 1,134.00

SEGMENT: 02 INSPECT MACHINE (040 7000)
NOTES:
MACHINE IS INOPERABLE.
PERFORM A VISUAL INPSECTION.
ADDTIONAL PARTS AND LABOR MAY APPLY.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
			Total Estimated Parts:	0.00

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	1.00	2,838.66	2,838.66
			Total Estimated Labor:	2,838.66

Labor Summary

Segment 02 Total: 2,838.66

SEGMENT: 03 REMOVE & INSTALL ENGINE COMPLETE (010 1000 COM)
NOTES:
745- COMPLETE SEGMENT TO R&I ENGINE, NO OTHER SEGMENTS NEEDED. INCLUDES LABOR AND MISC CHARGES TO R&I FRONT CRANKCASE GUARD, DISCHARGE/CHARGE REFRIGERANT, D&R COOLANT, D&R ENGINE OIL, D&R POWERTRAIN OIL, R&I CAB, R&I AIR CLEANER, R&I FLEXIBLE EXHAUST ELBOW AND R&I ENGINE. ALSO INCLUDES AIR HOSES WITH CLAMPS, PRIMARY AND SECONDARY AIR FILTERS, ENGINE MOUNTS WITH HARDWARE, ENGINE OIL, COOLANT, POWERTRAIN OIL AND ACR CHARGE. DOES NOT INCLUDE PARTS OR LABOR TO RECONDITION OR REPLACE.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
1421340	ELEMENT AS	1	135.87	135.87
1421403	ELEMENT AS	1	75.36	75.36
2086054	CLAMP-T BOLT	13	9.56	124.28
2094579	CLAMP-T BOLT	7	9.58	67.06
2388648	CAT ELC 50/50 1GL	24	20.17	484.08
2905562	MOUNT-DUAL	7	4.14	28.98
2905562	MOUNT-DUAL	4	4.14	16.56
2905562	MOUNT-DUAL	1	4.14	4.14
3319604	BELT	1	61.20	61.20
3327785	CM HOSE BULK	180	0.16	28.80

3460335	CLAMP-BAND	2	27.49	54.98
3966886	CORE AS-COND	1	1,030.56	1,030.56
4156334	CM HOSE BULK	330	0.25	82.50
5104954	HOSE-COOLANT	1	40.23	40.23
5207002	CLAMP-EAR	4	1.18	4.72
5366136	LINE AS-HYBR	1	286.49	286.49
5777966	CLAMP	10	2.09	20.90
5967163	HOSE-HUMP	2	112.80	225.60
5P-5148	STRAP	5	2.45	12.25
5P-5148	STRAP	2	2.45	4.90
604-9227	HOSE-HUMP	3	48.60	145.80
6049219	HOSE-ELBOW	1	114.29	114.29
6049222	HOSE-HUMP	2	45.68	91.36
621-0508	ELBOW-90	1	54.60	54.60
621-0509	ELBOW-90	1	58.42	58.42
6U0455	LASHING TIE	6	5.00	30.00
6U0455	LASHING TIE	6	5.00	30.00
9W9930	MOUNT ASSY	6	74.47	446.82
1556213X	30W-1GL-BULK OIL	24	19.08	457.87
5153957X	15W40 BULK OIL	14	18.28	255.89
RI-PARTS-4	MISC PARTS	3	200.00	600.00
			Total Estimated Parts:	3,525.77

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	39.90	189.00	7,541.10
			Total Flat Rate Labor:	7,541.10

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
ACR-**-**-**	AIR COND RECYCLE	1	100.00	100.00
			Total Flat Rate Misc:	100.00

Segment 03 Total: 11,166.87

SEGMENT: 04 RECONDITION ENGINE (020 1000)

NOTES:
RECONDITION ENGINE
PLEASE USE THE FOLLOWING PARTS AS NEEDED:
INCLUDES HEAD, COOLERS, CYL PACKS, TURBO, INJECTORS, FUEL PUMP, OIL PUMP, STARTER, OIL/FUEL FILTERS, WATER PUMP, ALTERNATOR, ROD / MAIN BEARINGS AND ALL SEALS, GASKETS AND BEARINGS NEEDED. DOES NOT INCLUDE DYNO LABOR OR PARTS, DOES NOT INCLUDE R&I LABOR.
ADDITIONAL PARTS AND LABOR MAY BE REQUIRED.
CORE CHARGES HAVE BEEN REMOVED FROM THE QUOTE, ADDITIONAL CORE CHARGES MAY APPLY.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
0619455	SEAL	1	12.36	12.36

0R5513	CORE AS-OIL	1	1,663.47	1,663.47
0R5513	CORE (CORE)	1	647.08	647.08
1025861	PLATE THRUST	1	70.84	70.84
1061792	STUD TAPER	12	18.12	217.44
1075769	SEAL O RING	2	7.99	15.98
1075769	SEAL O RING	1	7.99	7.99
1090077	SEAL O RING	1	12.03	12.03
10R9815	MOTOR G ELECON	1	860.48	860.48
10R9815	CORE (CORE)	1	819.48	819.48
1129217	PLATE THRUST	1	36.04	36.04
1135304	SEAL	2	18.25	36.50
1175268	GASKET	1	7.45	7.45
1178801	SEAL O RING	1	21.52	21.52
1185068	SEAL O RING	1	3.14	3.14
1187214	SEAL	2	5.41	10.82
1223772	SEAL O RING	1	13.93	13.93
1250434	SEAL	1	18.89	18.89
1264935	SEAL	1	11.51	11.51
1264935	SEAL	1	11.51	11.51
1422329	SEAL-DRAINBA	1	16.91	16.91
1555619	GASKET-FLYWH	1	56.22	56.22
1559524	SEAL-INTEGRA	1	125.05	125.05
1607271	SEAL-PRESS I	1	42.62	42.62
1617419	STUD-BOLT	1	12.60	12.60
1656170	PLUG	3	12.05	36.15
1669144	GASKET	1	110.01	110.01
1674407	SEAL-O-RING	1	4.18	4.18
1978418	GASKET	1	5.00	5.00
1978419	GASKET	1	5.33	5.33
1B3867	BEARING	2	35.04	70.08
1B8705	KEY	1	1.13	1.13
1H8647	RING	1	2.90	2.90
1R0749	FILTER 2MIC	2	26.64	53.28
1S9540	DOWEL	1	8.19	8.19
1U5517	DISC	5	5.88	29.40
1W5455	CLAMP	1	54.85	54.85
2019701	SEAL-O-RING	1	8.74	8.74
2061345	STRAP-CABLE	2	2.07	4.14
20R0928	CYL PACK AS	6	971.40	5,828.40
20R0928	CORE (CORE)	6	352.91	2,117.46
20R0958	ALTERNATOR G	1	617.35	617.35
20R0958	CORE (CORE)	1	561.21	561.21
20R1138	CAMSHAFT	1	1,486.05	1,486.05
20R1138	CORE (CORE)	1	943.53	943.53
20R1528	PUMP GP F	1	284.88	284.88
20R1528	CORE (CORE)	1	96.34	96.34
20R2647	HEAD GP CYL	1	5,382.01	5,382.01
20R2647	CORE (CORE)	1	4,679.16	4,679.16
20R2814	PUMP G WTR	1	1,058.02	1,058.02
20R2814	CORE (CORE)	1	786.99	786.99

20R3317	ARM A V ROCK	12	180.57	2,166.84
20R3317	CORE (CORE)	12	67.30	807.60
20R3323	ARM A UI ROC	6	272.95	1,637.70
20R3323	CORE (CORE)	6	101.73	610.38
20R3454	INJ GP FUEL	6	943.57	5,661.42
20R3454	CORE (CORE)	6	285.93	1,715.58
20R4330	PUMP GP 26 1	1	890.82	890.82
20R4330	CORE (CORE)	1	1,214.78	1,214.78
20R4500	TURBO GP-BAS	1	3,052.28	3,052.28
20R4500	CORE (CORE)	1	1,408.20	1,408.20
2109246	SEAL-O-RING	1	8.92	8.92
2147566	SEAL-O-RING	2	4.42	8.84
2147567	SEAL-O-RING	1	4.61	4.61
2147568	SEAL-O RING	3	4.93	14.79
2147568	SEAL-O RING	2	4.93	9.86
2147568	SEAL-O RING	1	4.93	4.93
2147568	SEAL-O RING	3	4.93	14.79
2271204	GASKET	1	83.31	83.31
2284947	SEAL-O-RING	1	5.85	5.85
2284947	SEAL-O-RING	1	5.85	5.85
2287089	SEAL-O-RING	4	4.88	19.52
2287090	SEAL-O-RING	1	5.30	5.30
2287090	SEAL-O-RING	1	5.30	5.30
2287090	SEAL-O-RING	1	5.30	5.30
2287093	SEAL-O-RING	4	6.61	26.44
2287100	SEAL-O RING	1	4.67	4.67
2287100	SEAL-O RING	1	4.67	4.67
2287101	SEAL-O-RING	1	5.00	5.00
2287101	SEAL-O-RING	1	5.00	5.00
2348937	SEAL-INTEGRA	1	11.83	11.83
2385080	SEAL-O-RING	2	5.77	11.54
2385080	SEAL-O-RING	1	5.77	5.77
2385080	SEAL-O-RING	1	5.77	5.77
2385081	SEAL-O-RING	1	6.50	6.50
2385084	SEAL-O-RING	1	9.36	9.36
2385084	SEAL-O-RING	1	9.36	9.36
2429537	SEAL	3	48.77	146.31
2485513	REGULATOR-TE	2	71.35	142.70
2530552	CAP AS	1	38.53	38.53
2531752	PLATE-THRUST	2	56.25	112.50
2566453	SENSOR GP-TE	1	61.37	61.37
2566453	SENSOR GP-TE	2	61.37	122.74
2605864	SWITCH AS-TO	1	70.27	70.27
261-5615	BOLT HEX HEA	14	2.43	34.02
2613450	BEARING-ROD	6	51.45	308.70
2720390	SEAL	1	100.61	100.61
2722583	SEAL-O-RING	1	11.44	11.44
2799828	SENSOR GP	1	178.06	178.06
2799829	SENSOR GP-SP	1	207.45	207.45
2818261	SLEEVE AS.-E	6	35.66	213.96

2935535	SENSOR GP-PR	1	268.13	268.13
2939659	FILM-WARN UN	2	12.17	24.34
2958454	FILM-WARN HA	1	12.19	12.19
2B2695	CAP SCREW	2	0.44	0.88
2H3755	CAPSCREW	4	0.34	1.36
2M6471	PLUG	2	12.26	24.52
2N2766	LOCK NUT	12	7.09	85.08
2N5243	SEAL O RING	2	5.06	10.12
3078322	SHAFT AS-RKR	3	483.93	1,451.79
3079921	ABSORBENT PA	1	79.76	79.76
3147599	CLAMP-BAND	2	7.60	15.20
3147599	CLAMP-BAND	2	7.60	15.20
3178766	BEARING - MA	7	82.44	577.08
3203060	SENSOR GP	1	234.60	234.60
3203061	SENSOR GP	1	234.60	234.60
3203063	SENSOR GP-PR	1	234.60	234.60
3249290	BELLOWS AS.-	1	242.82	242.82
3253234	TUBE AS-F SU	1	125.95	125.95
3257472	SENSOR GP-PR	1	234.60	234.60
3261643	FILTER AS	1	54.24	54.24
3287546	HOSE	1	39.30	39.30
3287546	HOSE	1	39.30	39.30
3291958	TUBE-WATER	1	136.32	136.32
3298797	TENSIONER-BE	1	255.58	255.58
3304374	SLEEVE	13	1.22	15.86
3307736	HOSE AS.	1	51.99	51.99
3374178	CM HOSE BULK	13	0.32	4.16
3377323	VALVE GP-EXH	1	2,324.45	2,324.45
3411429	SEAL-PIP	1	11.97	11.97
3435527	BOWL AS FUEL	1	42.17	42.17
3487743	BRIDGE-VALVE	12	41.79	501.48
3498402	TUBE	1	39.66	39.66
3499659	GASKET	1	22.70	22.70
3500684	FILM	1	12.62	12.62
3537953	GROMMET	1	12.79	12.79
3591439	SEAL AS-WATE	24	5.47	131.28
3603679	PLUG-HD STOR	1	9.28	9.28
3630253	CLIP-HALF TA	1	18.74	18.74
3630254	CLIP-HALF SL	1	18.74	18.74
3654312	HARNESS AS-W	1	72.06	72.06
3666004	SEAL-CRANKSH	1	119.09	119.09
3697512	COVER-WATER	1	1,028.41	1,028.41
3752467	LOCKNUT-FLAN	4	4.03	16.12
3798640	BRACKET AS	1	57.99	57.99
3851173	SENSOR GP-PR	1	224.37	224.37
3929208	PLUNGER-RELI	1	31.84	31.84
3E6785	SEAL-O RING	1	21.35	21.35
3N3790	PLATE SERIAL	1	11.91	11.91
3S2093	TIE	20	0.45	9.00
3T3434	PLUG	6	2.65	15.90

4156334	CM HOSE BULK	80	0.25	20.00
4161498	SEAL-O-RING	1	6.61	6.61
4172012	HOSE-FUMES	1	92.46	92.46
4309455	SENSOR GP	1	190.32	190.32
4310721	HARNESS AS-W	1	114.09	114.09
4369909	HOSE AS-FUEL	1	74.43	74.43
4369910	HOSE AS-FUEL	1	84.13	84.13
4493064	KIT COOLER	1	3,169.49	3,169.49
4589582	PAINT-PRIMER	4	16.85	67.40
4743231	SENSOR AS-TE	1	107.25	107.25
4858534	TAPE-MASKING	1	35.32	35.32
4C8630	BRUSH FLAP	1	33.60	33.60
4M0061	BOLT	2	0.44	0.88
4M0189	SEAL O RING	2	5.76	11.52
4N0699	GASKET	2	3.17	6.34
4N1650	DOWEL	1	7.30	7.30
4N8150	SPRING	1	9.89	9.89
4W6061	SLEEVE	6	142.05	852.30
5145317	HARNESS AS-E	1	452.75	452.75
5425804	GAUGE GP-O L	1	249.29	249.29
5490534	VALVE GP-AIR	1	204.27	204.27
5636855	SHIELD AS	1	55.28	55.28
565-8021	GASKET	2	74.43	148.86
5685663	HARNESS AS-E	1	2,058.84	2,058.84
5713086	HARNESS AS-W	1	47.18	47.18
5719902	GASKET AS KT	1	281.71	281.71
5761158	FILM-CAT	3	13.21	39.63
5900196	PAINT-YELLOW	3	16.85	50.55
5980418	GASKET-FLY H	1	52.65	52.65
5E8771	O RING	1	19.99	19.99
5M2894	WASHER	14	0.61	8.54
5P0840	SEAL-O-RING	2	6.01	12.02
5P4116	WASHER	4	0.79	3.16
5P5846	SEAL O RING	1	15.28	15.28
5P8068	SEAL	1	14.26	14.26
6069110	SEAL-CRANKSH	1	119.09	119.09
6078034	WIPER	1	28.80	28.80
625-7923	HARNESS AS	1	116.17	116.17
6I1055	DOWEL	1	5.17	5.17
6I3624	PLATE THRUST	2	23.32	46.64
6I4421	PLATE SPACER	1	664.63	664.63
6V0852	CAP	2	6.89	13.78
6V1197	SEAL	1	20.77	20.77
6V3250	SEAL O RING	1	1.74	1.74
6V3250	SEAL O RING	1	1.74	1.74
6V3251	SEAL O RING	1	2.01	2.01
6V3683	SEAL O RING	1	8.49	8.49
6V5063	SEAL O RING	1	2.55	2.55
6V5141	SEAL	2	35.20	70.40
6V6609	SEAL	1	1.93	1.93

6V6609	SEAL	2	1.93	3.86
6V7350	SEAL	1	19.11	19.11
6V8189	NUT	4	0.35	1.40
6V8636	CONNECTOR	2	8.09	16.18
6V8676	SEAL-O-RING	1	10.16	10.16
7E4761	VALVE	1	45.61	45.61
7J6285	SEAL	1	5.55	5.55
7K1181	TIE	20	0.86	17.20
7L6580	SEAL O RING	2	3.59	7.18
8C3089	SEAL FACE	1	15.19	15.19
8C5230	SEAL O RING	2	16.23	32.46
8J4351	SEAL-O-RING	1	11.74	11.74
8S9191	BOLT	6	2.43	14.58
8T0154	CLAMP	1	4.31	4.31
8T4224	WASHER	4	0.61	2.44
8T9588	SEAL	1	3.43	3.43
8T9655	MOUNT	8	4.17	33.36
8T9655	MOUNT	6	4.17	25.02
9L8925	BOLT	12	0.35	4.20
9M0164	CLAMP	1	5.00	5.00
9M1974	WASHER	10	0.49	4.90
9N5085	CLAMP	2	47.16	94.32
9N5085	CLAMP	2	47.16	94.32
9S8004	PLUG	3	11.21	33.63
9S8004	PLUG	3	11.21	33.63
9S8004	PLUG	1	11.21	11.21
9S8005	PLUG	3	8.50	25.50
9S8006	PLUG	1	9.74	9.74
9S8008	PLUG	1	5.53	5.53
9Y6089	GASKET	1	6.97	6.97
9Y6089	GASKET	1	6.97	6.97
CREDIT	ESTIMATED CORE CREDIT	1	-16,407.79	-16,407.79
SW1542331	MINERAL SPIRITS 5	1	161.59	161.59
09131	CLNR,BRK 20OZ CHLR	48	6.56	314.88
234263	ANTI-SEIZE COPPER	1	14.13	14.13

Total Estimated Parts: 53,816.48

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	130.00	189.00	24,570.00

Total Flat Rate Labor: 24,570.00

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
GE-**-**-**	MACHINING OF BLOCK AND POLISHING CRANKSHAFT	1	3,600.00	3,600.00

Total Time and Material Misc:	3,600.00
Segment 04 Total:	81,986.48

SEGMENT: 05 DYNAMOMETER TEST ENGINE (031 1000)
NOTES:
INCLUDES LABOR TO DYNO THE ENGINE. ALSO INCLUDES FILTER AND ENGINE OIL. DOES NOT INCLUDE PARTS OR LABOR TO R&I, REPLACE OR RECONDITION.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
1R1808	FILTER AS-LU	1	42.46	42.46
5153957X	15W40 BULK OIL	14	18.28	255.89
			Total Estimated Parts:	298.35

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	10.00	189.00	1,890.00
			Total Flat Rate Labor:	1,890.00

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
			Total Flat Rate Misc:	1,008.00
			Segment 05 Total:	3,196.35

SEGMENT: 06 REMOVE & INSTALL AFTERCOOLER (010 1063)
NOTES:
ONLY INCLUDES LABOR TO R&I AFTERCOOLER, NO OTHER COMPONENTS.
INCLUDES CLEAN, INSPECT, AND TEST AFTERCOOLER

Parts

Part Number	Description	Qty	Unit Price	Ext Price
RI-PARTS-2	MISC PARTS	1	100.00	100.00
			Total Estimated Parts:	100.00

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	6.65	189.00	1,256.85
			Total Flat Rate Labor:	1,256.85

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
GE-**-**-**	CLEAN, INSPECT, AND TEST AFTERCOOLER	1	800.00	800.00
			Total Time and Material Misc:	800.00
			Segment 06 Total:	2,156.85

SEGMENT: 07 REMOVE & INSTALL COOLING PACKAGE COMPLETE (010 135C COM)
NOTES:
745- COMPLETE R&I SEGMENT, NO OTHER SEGMENT NEEDED TO R&I THE COOLING PACKAGE TOGETHER (RADIATOR FAN AND HYD OIL COOLER). INCLUDES LABOR TO R&I THE WHOLE COOLING PACKAGE, THE WINDOW GUARD AND TILT THE CAB. INCLUDES MOUNTING HARDWARE AND COOLANT HOSES& CLAMPS.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
1246256	CLAMP-HOSE	2	3.29	6.58
1P4278	CLAMP	4	3.00	12.00
2086054	CLAMP-T BOLT	9	12.75	114.75
2087448	CLAMP-T BOLT	8	12.94	103.52
2094579	CLAMP-T BOLT	7	12.78	89.46
2211713	BUSH-RUBBER	2	103.88	207.76
2840671	CLAMP-V-BAND	1	42.04	42.04
3293356	NUT-HEX	5	1.37	6.85
3352474	MOUNT AS	2	71.32	142.64
3519047	CM HOSE BULK	40	0.16	6.40
3519047	CM HOSE BULK	70	0.16	11.20
371-8113	CM HOSE BULK	125	1.08	135.00
3979590	HOSE	1	173.33	173.33
4156334	CM HOSE BULK	105	0.25	26.25
604-9222	HOSE-HUMP	1	45.68	45.68
604-9227	HOSE-HUMP	3	48.60	145.80
6049219	HOSE-ELBOW	1	114.29	114.29
6049222	HOSE-HUMP	1	45.68	45.68
621-0508	ELBOW-90	1	54.60	54.60
621-0509	ELBOW-90	1	58.42	58.42
6U2097	SOCKET BUSH	1	75.80	75.80
7E8630	HOSE	4	110.12	440.48
7U8704	WASHER	1	10.37	10.37
8G0841	MOUNTING	1	72.99	72.99
8T0154	CLAMP	1	5.75	5.75
8T4132	NUT	5	2.95	14.75
8T4174	BOLT	2	11.43	22.86
8T4175	BOLT	1	8.14	8.14
8T6703	CLAMP	2	20.05	40.10
9W9952	WASHER	4	23.69	94.76
9W9953	SLEEVE	2	6.75	13.50
9X2133	CM HOSE STK	250	0.20	50.00
9X8257	WASHER	10	2.38	23.80
RI-PARTS-1	MISC PARTS	4	50.00	200.00
			Total Estimated Parts:	2,615.55

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	10.65	189.00	2,012.85
			Total Flat Rate Labor:	2,012.85

Labor Summary

Segment 07 Total: 4,628.40

SEGMENT: 08 RECONDITION RADIATOR (020 1353)
NOTES:
INCLUDES CLEAN, INSPECT, AND TEST RADIATOR CORE.
SEALS, VALVES AND GASKETS NEEDED,
DOES NOT INCLUDE R&I LABOR

Parts

Part Number	Description	Qty	Unit Price	Ext Price
7X2532	BOLT	4	12.55	50.20
8T4123	WASHER	6	2.09	12.54
8T4131	NUT	6	3.35	20.10
8T5439	WASHER	6	4.52	27.12
9W6582	SLEEVE	6	25.37	152.22
9W6584	WASHER	6	39.04	234.24
9W9930	MOUNT ASSY	6	74.47	446.82
RI-PARTS-2	MISC PARTS	1	100.00	100.00
			Total Estimated Parts:	1,043.24

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	8.00	189.00	1,512.00
			Total Flat Rate Labor:	1,512.00

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
GE-**-**-**	CLEAN, INSPECT, AND FLUSH RADIATOR CORE	1	2,200.00	2,200.00
			Total Time and Material Misc:	2,200.00

Segment 08 Total: 4,755.24

SEGMENT: 09 REMOVE & INSTALL TRANS & TORQUE CONVERTER COMPLETE (010 3001 COM)
NOTES:
745- COMPLETE SEGMENT TO R&I THE TRANSMISSION & TORQUE CONVERTER, NO OTHER SEGMENTS NEEDED. INCLUDES LABOR AND MISC CHARGES TO DISCHARGE/CHARGE REFRIGERANT, D&R COOLANT, D&R TRANSMISSION OIL, R&I CAB, R&I PISTON PUMP (BRAKE, FAN HOIST), R&I PISTON PUMP (HOIST, STEERING), R&I OIL COOLER (T/C AND BRAKE) AND R&I TRANSMISSION AND T/C. ALSO INCLUDES ACR CHARGE AND MOUNTS WITH HARDWARE.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
0951678	O-RING	1	5.90	5.90
2086054	CLAMP-T BOLT	13	9.56	124.28
2094579	CLAMP-T BOLT	7	9.58	67.06
2905562	MOUNT-DUAL	7	4.14	28.98
2905562	MOUNT-DUAL	4	4.14	16.56

2905562	MOUNT-DUAL	1	4.14	4.14
3319604	BELT	1	61.20	61.20
3327785	CM HOSE BULK	180	0.16	28.80
3460335	CLAMP-BAND	2	27.49	54.98
3966886	CORE AS-COND	1	1,030.56	1,030.56
4156334	CM HOSE BULK	330	0.25	82.50
5104954	HOSE-COOLANT	1	40.23	40.23
5207002	CLAMP-EAR	4	1.18	4.72
5366136	LINE AS-HYBR	1	286.49	286.49
571-5253	ELEMENT AS-X	1	88.73	88.73
5715253	ELEMENT AS-X	1	88.73	88.73
5777966	CLAMP	10	2.09	20.90
5882592	HOUSING AS-F	1	691.05	691.05
5967163	HOSE-HUMP	2	112.80	225.60
5P-5148	STRAP	5	2.45	12.25
5P-5148	STRAP	2	2.45	4.90
5P7701	SEAL	2	8.92	17.84
604-9227	HOSE-HUMP	3	48.60	145.80
6049219	HOSE-ELBOW	1	114.29	114.29
6049222	HOSE-HUMP	2	45.68	91.36
621-0508	ELBOW-90	1	54.60	54.60
621-0509	ELBOW-90	1	58.42	58.42
6U0455	LASHING TIE	6	5.00	30.00
6U0455	LASHING TIE	6	5.00	30.00
8L2786	O RING	2	5.77	11.54
9W9930	MOUNT ASSY	6	74.47	446.82
RI-PARTS-1	MISC PARTS	8	50.00	400.00
			Total Estimated Parts:	4,369.23

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	70.85	189.00	13,390.65
			Total Flat Rate Labor:	13,390.65

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
			Total Flat Rate Misc:	100.00

Segment 09 Total: 17,859.88

SEGMENT: 10 REPLACE WITH CAT REMAN TRANSMISSION (513 3030)
NOTES:
SWAP COMPONETS TO REMAN TRANSMISSION AND RETURN OLD TRANSMISSION FOR A CORE CREDIT.
CORE CHARGES HAVE BEEN REMOVED FROM THE QUOTE, ADDITIONAL CORE CHARGES MAY APPLY.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
30R-0779	TRANSMISSION	1	45,819.93	45,819.93
30R-0779	CORE (CORE)	1	68,049.40	68,049.40

CREDIT	ESTIMATED CORE CREDIT	1	-68,049.40	-68,049.40
RI-PARTS-4	MISC PARTS	5	200.00	1,000.00
			Total Estimated Parts:	46,819.93

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	10.00	189.00	1,890.00
			Total Estimated Labor:	1,890.00

Labor Summary

Segment 10 Total: 48,709.93

SEGMENT: 11 REPAIR MACHINE (023 7000)
NOTES:
REPLACE AND REPAIR DAMAGED PARTS.
ADDITIONAL PARTS AND LABOR MAY BE REQUIRED.
INCLUDES CHANGING THE HYDRAULIC OIL & FILTERS.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
0619455	SEAL	6	12.36	74.16
1288678	SPACER	1	20.05	20.05
1915216	PLATE-RETAIN	4	46.41	185.64
1946933	HOSE AS.	1	470.26	470.26
1984777	WASHER-HARD	4	2.85	11.40
2177699	STRIP-RUBBER	1	38.05	38.05
2180054	SPACER	2	78.75	157.50
2256721	HOSE AS.	1	112.81	112.81
2577245	LINK-SHORT(C	1	120.45	120.45
2955609	SEAL-O-RING	6	9.96	59.76
3017789	CLIP-TOP	1	21.89	21.89
3017789	CLIP-TOP	1	21.89	21.89
3017790	CLIP-BOTTOM	1	19.24	19.24
3017790	CLIP-BOTTOM	1	19.24	19.24
3285177	BELT	2	52.02	104.04
3285179	PLATE-INNER	2	23.59	47.18
3454130	PANEL AS-LH	1	1,540.95	1,540.95
3454134	PANEL AS-RH	1	1,561.95	1,561.95
3454136	GRILL	1	331.23	331.23
3518204	BUSH-SPHERIC	4	599.61	2,398.44
3572072	COVER-FLEXIB	2	260.10	520.20
3572072	COVER-FLEXIB	2	260.10	520.20
3610942	HOSE AS.	1	115.19	115.19
362-1320	BOLT-HEX HEA	1	2.21	2.21
3880895	HANDRAIL AS-	1	758.22	758.22
3883213	PANEL AS-FEN	1	880.15	880.15
3964011	HANDRAIL AS-	1	605.94	605.94
3989290	HOSE AS.	2	550.74	1,101.48
3990382	HOSE AS.	1	287.89	287.89
3990967	HOSE AS.	1	179.11	179.11
3991122	HOSE AS.	1	135.54	135.54
3993116	HOSE AS.	1	135.84	135.84

3993117	HOSE AS.	1	154.47	154.47
3S2093	TIE	1	0.36	0.36
4154048	HOSE AS.	1	44.94	44.94
4188294	HOSE AS.	1	113.50	113.50
4241785	STEP-CAST	1	206.97	206.97
4247596	HOSE AS.	1	272.90	272.90
4255755	PLATE-BELT	2	45.16	90.32
4304251	HOSE AS.	1	99.09	99.09
4304252	HOSE AS.	2	90.51	181.02
4335204	TUBE AS	1	543.42	543.42
4358540	STRIP-RUBBER	1	59.18	59.18
4363031	TUBE AS	1	600.41	600.41
4363032	TUBE AS	1	682.66	682.66
4363038	TUBE AS	1	623.50	623.50
4381727	HOSE AS.	1	64.65	64.65
4381729	HOSE AS.	1	77.00	77.00
4530752	TUBE AS	1	127.16	127.16
4530757	TUBE AS	1	131.95	131.95
4530818	TUBE AS	1	185.41	185.41
4539528	TUBE AS	1	718.17	718.17
4560501	TUBE AS	1	685.01	685.01
4567479	FRAME AS-SPR	1	444.04	444.04
4567479	FRAME AS-SPR	1	444.04	444.04
4571480	HOSE AS.	1	367.79	367.79
4629583	FRAME AS-GUA	1	1,115.85	1,115.85
4639112	HOSE AS.	1	284.05	284.05
4647949	HOSE AS.	1	451.47	451.47
4669023	TUBE AS	1	288.71	288.71
4675530	FRAME AS-SPR	1	639.57	639.57
4855713	HANDRAIL AS-	1	1,914.31	1,914.31
4855731	HOSE AS.	1	116.58	116.58
4890759	FENDER AS-LH	1	3,740.04	3,740.04
4902809	COVER-FENDER	1	488.14	488.14
4927405	PLATE	1	41.66	41.66
4927431	PLATE AS	1	176.78	176.78
4950257	BRACKET	1	89.41	89.41
4956267	SUPPORT AS-L	1	734.75	734.75
4I5480	WASHER	4	7.03	28.12
4J0520	SEAL-O-RING	4	2.79	11.16
4J0522	SEAL-O-RING	4	3.07	12.28
4J0522	SEAL-O-RING	4	3.07	12.28
4P8134	CLIP	1	6.92	6.92
5019419	HOSE AS.	1	355.69	355.69
5122408	MIRROR AS	2	80.22	160.44
5164296	PLATE AS	1	283.29	283.29
5205443	BRACKET AS	1	862.87	862.87
5220832	HOSE AS.	1	110.91	110.91
5223188	PLATE AS BRA	1	202.01	202.01
5244052	PLATE-TREAD	1	429.61	429.61
5265057	MIRROR AS	1	119.37	119.37

5296494	HOSE AS.	1	150.16	150.16
5296496	HOSE AS.	1	148.75	148.75
5397819	BRACKET AS	1	87.14	87.14
5404158	HARNESS AS	3	111.75	335.25
5417483	HOSE AS.	1	81.86	81.86
5417484	HOSE AS.	1	82.84	82.84
5422345	MUDFLAP	1	139.66	139.66
5480329	SUPPORT AS-R	1	868.56	868.56
571-5253	ELEMENT AS-X	1	88.73	88.73
5715253	ELEMENT AS-X	1	88.73	88.73
5859307	ARM AS-MIRRO	1	1,300.28	1,300.28
5882592	HOUSING AS-F	1	691.05	691.05
5957241	HARNESS AS-H	1	812.29	812.29
5P7701	SEAL	2	8.92	17.84
6088162	BRACKET	1	76.81	76.81
653-2607	BRACKET AS	1	244.42	244.42
653-2607	BRACKET AS	1	244.42	244.42
6V8397	SEAL	8	1.78	14.24
6V8397	SEAL	8	1.78	14.24
6V8398	SEAL O RING	8	1.82	14.56
6V8398	SEAL O RING	4	1.82	7.28
6V9746	SEAL O RING	8	2.01	16.08
6V9746	SEAL O RING	4	2.01	8.04
7I2273	BOLT	16	0.36	5.76
7X2546	BOLT	2	4.72	9.44
8F6453	BOLT	1	43.93	43.93
8L2786	O RING	2	5.77	11.54
8S0023	CLIP	5	22.13	110.65
8S0024	CLIP	5	21.65	108.25
8T0389	NUT	2	3.20	6.40
8T0389	NUT	2	2.40	4.80
8T1889	CLIP	1	4.25	4.25
8T1890	CLIP	1	3.96	3.96
8T4121	WASHER	2	0.86	1.72
8T4136	BOLT	9	1.33	11.97
8T4139	BOLT	3	2.32	6.96
8T4191	BOLT	1	0.95	0.95
8T4195	BOLT	2	1.18	2.36
8T4223	WASHER	1	1.25	1.25
8T4244	NUT	1	0.84	0.84
8T4910	BOLT	13	3.56	46.28
8T6868	BOLT	4	4.65	18.60
9X2040	SCREW	4	5.82	23.28
3096931X	OIL HYDRO 10, 5 GL	12	118.92	1,427.04
RI-PARTS-4	MISC PARTS	5	200.00	1,000.00

Total Estimated Parts: 40,535.79

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	80.00	189.00	15,120.00
			Total Estimated Labor:	15,120.00

Labor Summary

Segment 11 Total: 55,655.79

SEGMENT: 12 WELD FRAME (062 7050)
NOTES:
REPAIR CRAKCS AS NEEDED.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
RI-PARTS-4	MISC PARTS	3	200.00	600.00
			Total Estimated Parts:	600.00

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	20.00	189.00	3,780.00
			Total Estimated Labor:	3,780.00

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
SUP-**-**-**	WELDING SUPPLIES	1	250.00	250.00
			Total Estimated Misc:	250.00

Segment 12 Total: 4,630.00

SEGMENT: 13 REPAIR CAB (023 7301)
NOTES:
REPLACE CAB AS NEEDED.
REPLACE SEAT BELT.
INCLUDES WIPERS.
ADDITIONAL PARTS AND LABOR MAY BE REQUIRED.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
110-7524	BUTTON	66	1.89	124.74
1107524	BUTTON	66	1.42	93.72
1146658	WASHER	7	0.61	4.27
1268472	CM SEAL	72	0.34	24.48
1285040	BLADE A	2	27.38	54.76
1367728	SEAL-COMP	24	3.05	73.20
2014066	SEAL	20	2.65	53.00
222-0345	BELT GP-SEAT	1	264.92	264.92
2554953	SEAL BULK	162	0.56	90.72
2722838	PLUG AS-CONN	1	36.55	36.55
2R2376	WASHER	2	3.72	7.44
2V2015	NUT	2	3.75	7.50
3201390	BLADE WIPER	1	43.56	43.56
3595179	PLUG AS	1	22.82	22.82

3W3465	SCREW	2	16.30	32.60
4806970	WINDOW AS	1	494.08	494.08
4806986	WINDOW AS	1	538.90	538.90
4855669	PANEL AS VIS	1	344.31	344.31
4V-5090	BUMPER	2	3.29	6.58
5080788	GLASS-LH	1	453.13	453.13
5080789	GLASS-REAR	1	279.92	279.92
5080790	GLASS-REAR	1	279.92	279.92
5080791	GLASS-RH	1	401.61	401.61
5080792	GLASS FRONT	1	730.60	730.60
5122408	MIRROR AS	1	80.22	80.22
5265057	MIRROR AS	1	119.37	119.37
5859307	ARM AS-MIRRO	1	1,300.28	1,300.28
590-0184	PAINT-BLACK	4	16.85	67.40
6V3987	SEAL	2	6.67	13.34
7X7729	WASHER	12	1.84	22.08
8D-6542	GROMMET	1	10.76	10.76
8T4136	BOLT	12	1.33	15.96
9X2045	SCREW	7	2.34	16.38
NAPA-20FW	FLUID WASH	1	4.45	4.45
RI-PARTS-4	MISC PARTS	5	200.00	1,000.00
			Total Estimated Parts:	7,113.57

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	28.00	189.00	5,292.00
			Total Estimated Labor:	5,292.00

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
GE-**-**-**	GLASS INSTALL	1	1,000.00	1,000.00
			Total Estimated Misc:	1,000.00

Segment 13 Total: 13,405.57

SEGMENT: 14 PERFORM 5000 SERVICE HOUR MAINT (540 7546)
NOTES:
REPLACE DPF FILTER AND SPARK PLUG.
CORE CHARGES HAVE BEEN REMOVED FROM THE QUOTE,
ADDITIONAL CORE CHARGES MAY APPLY.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
20R8034	KIT-FILTER	1	3,826.29	3,826.29
20R8034	CORE (CORE)	1	3,069.22	3,069.22
2953099	PLUG-SPARK	1	20.27	20.27
3783187	FILTER-DEF	1	64.81	64.81
4182073	GASKET AS	1	6.36	6.36
4859752	INJECTOR AS-	1	457.23	457.23
CREDIT	ESTIMATED CORE CREDIT	1	-3,069.22	-3,069.22

			Total Estimated Parts:	4,374.96

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	4.70	189.00	888.30
			Total Flat Rate Labor:	888.30

Labor Summary

Segment 14 Total: 5,263.26

SEGMENT: 15 RECONDITION SUSPENSION LINK REAR (020 7230 RE RER)
NOTES:
97-6384 FRAME GP-REAR SUSPENSION
REPLACE PINS AND BEARINGS ON THE FOLLOWING,
563-9045 FRAME AS & 353-2230 ROD AS.
INCLUDES R&I.
ADDITIONAL PARTS AND LABOR MAY BE REQUIRED.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
155-0198	WASHER	1	103.18	103.18
155-0385	RING-CLAMP	1	203.18	203.18
155-3537	BEARING	1	425.20	425.20
3518204	BUSH-SPHERIC	2	599.61	1,199.22
554-8864	PIN-SUSPENSI	1	522.53	522.53
6V-8237	WASHER	10	2.41	24.10
7X0851	NUT	4	3.87	15.48
8T-0367	BOLT	1	24.05	24.05
8T-4121	WASHER	6	0.86	5.16
8T-4195	BOLT	6	1.18	7.08
8T0364	BOLT	4	20.41	81.64
RI-PARTS-4	MISC PARTS	1	200.00	200.00
			Total Estimated Parts:	2,810.82

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	8.00	189.00	1,512.00
			Total Estimated Labor:	1,512.00

Labor Summary

Segment 15 Total: 4,322.82

SEGMENT: 16 TEST AFTER REPAIR MACHINE (030 7000)
NOTES:
TEST AFTER REPAIRS.
CHECK HYDRAULIC PRESSURES AND PERFORM CYCLE TIMES AND DRIFT TEST ON THE CYLINDERS.
CHECK SUSEPENSION CYLINDER CHARGE.
SAMPLES OF ALL THE COMPONENTS AND TOP OFF FLUID LEVELS.
ADDITIONAL PARTS AND LABOR MAY BE REQUIRED.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
177-9343	CAP/PROBE G.	4	2.63	10.52

4C-4055	TUBE PLASTIC	6	0.86	5.16
OILSMPL1	SAMPLE W/MAILER	12	21.00	252.00
RI-PARTS-4	MISC PARTS	5	200.00	1,000.00
			Total Estimated Parts:	1,267.68

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	24.00	189.00	4,536.00
			Total Estimated Labor:	4,536.00

Labor Summary

Segment 16 Total: 5,803.68

SEGMENT: 50 TRANSPORT MACHINE (052 7000)

NOTES:
ROUND TRIP TO AND FROM:
PICKUP FROM:
CITY OF MIDLAND LANDFILL
7901 E GARDEN CITY HIGHWAY
MIDLAND, TX 79706
DELIVER TO:
WARREN CAT
2301 PRODUCTION ST.
ODESSA, TX 79761

Parts

Part Number	Description	Qty	Unit Price	Ext Price
			Total Estimated Parts:	0.00

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
HT1-**-**-**	HAUL TRUCK ROUND TRIP	2	1,290.00	2,580.00
			Total Estimated Misc:	2,580.00

Segment 50 Total: 2,580.00

Total Segments: 272,163.78

SUB TOTAL (BEFORE TAXES) 272,163.78

PO#: _____ Authorized Name: _____ (signature)

Date: _____ _____ (print)

Thank you for this opportunity to serve your company

CONTACT INFORMATION:

Prepared by: Ramon Sotelo Phone: 432-444-2990 Email: Ramon.Sotelo@warrencat.com Fax:

-This estimate will expire 14 days from the estimate date.
-Price excludes Freight Charges, Operating Supplies/EPA Fees, Overtime and supplier prices changes and surcharges
-Terms: Delivery
-Sales Taxes where applicable are not included with the above prices.

Terms and Conditions

BY SIGNATURE ABOVE, I certify that I am the owner or owner's agent, and authorize Warren CAT, its employees, subcontractors or consultants to perform the inspection, maintenance or repairs described above to include the provision and use of necessary materials required to accomplish the described work scope. I further authorize Warren CAT to operate the equipment, or any part therein described for the purpose of testing and/or inspection. I understand that payment for all work performed is due in full upon completion.

Upon acceptance, this quote becomes a legal agreement between you (either an individual or the entity you are authorized to represent) and Warren CAT. Further, signing certifies the information provided is true and correct, and that the signer is authorized to charge this purchase as noted. Warren CAT reserves the right to reject a partial or modified quote. You may cancel an accepted quote until the work is started. Once started, work may be stopped at anytime. Partially completed work will be billed based on Time and Materials at Warren CAT's prevailing rate. Additional handling and storage fees may apply to work partially completed or work temporarily put on hold.

EQUIPMENT HAVING INSTALLED FIRE SUPPRESSANT SYSTEMS: During course of repair work it may become necessary to deactivate or disturb mechanical and/or electrical components of the fire suppression system. Reactivation of the fire suppressant system is the responsibility of the customer and should be undertaken before machine operations. Warren CAT accepts no responsibility for the reactivation, testing or operation of the fire suppressant system.

STANDARD WARRANTY: Parts for this repair are warranted as indicated by the manufacturer from the date of invoice. In addition, Warren CAT's standard labor warranty of 90 days will apply. Full warranty statements, including limitations and exclusions, are available from any Warren CAT facility. Ask your service representative about additional or enhanced warranty availability.

THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE. REMEDIES FOR THESE WARRANTIES ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES AS SPECIFIED HEREIN. IN NO EVENT WILL EITHER CATRPILLAR OR WARREN CAT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CORE CHARGES: Core charges will be returned to customer upon acceptance of the core by Caterpillar.

OVERTIME: Overtime can be added at customers request charged at Warren CAT's prevailing overtime rate.

PARTS POLICY: This quote does not include any un-salvageable parts. Parts will be set aside for customer approval before replacement.

TURNAROUND TIME: Warren CAT will not be responsible for circumstances outside of its control. If delays are experienced, the customer will be contacted. In no event will Warren CAT or subsidiaries be liable for any direct or indirect damages (including, without limitation, lost profits, lost savings or other incidental or consequential damages) arising out of the use or inability to use the machine, even if Warren CAT or subsidiaries has been advised of the possibility of such loss.

CITY OF MIDLAND
FLEET SERVICES DIVISION PO BOX 1152
MIDLAND

ESTIMATE

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
9984010	25163094	3/25/2025	MARTIN NAVARRETE
PHONE NO.	**FAX NO.**	**EMAIL**	
432 685 3431		mnavarrete@mmidlandtexas.gov	
MODEL	**MAKE**		**SERIAL NO.**
745	CATERPILLAR		03T603056
UNIT NO.	**HOURS**	**WO NO.**	**P.O. NO.**
7912	4915		

Note

MR15429
MACHINE HAS DAMAGE DUE TO A ROLLOVER.
MACHINE IS INOPERABLE, PERFORMED A VISUAL
INSPECTION OF THE MACHINE.
PARTS FREIGHT IS NOT INCLUDED.
ADDITIONAL PARTS AND LABOR MAY BE REQURED.
BUY BOARD CONTRACT 687-22
CORE CHARGES HAVE BEEN REMOVED FROM THE QUOTE,
ADDITIONAL CORE CHARGES MAY APPLY.

SEGMENT: 00 CLEAN & INSPECT MACHINE (571 7000)
NOTES:

Parts

Part Number	Description	Qty	Unit Price	Ext Price
			Total Estimated Parts:	0.00

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	4.00	189.00	756.00
			Total Estimated Labor:	756.00

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
SUP-**-**-**	JOB SUPPLIES FEE	1	1,314.00	1,314.00
			Total Estimated Misc:	1,314.00

Segment 00 Total: 2,070.00

SEGMENT: 01 PREPARE TO TRANSPORT MACHINE (05A 7000)
NOTES:
MACHINE IS INOPERABLE,
NEED TO UNLOAD FROM TRAILER AND PUSH MACHINE TO
THE WASH BAY AND THE SHOP BAY FOR REPAIRS.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
			Total Estimated Parts:	0.00

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	6.00	189.00	1,134.00
			Total Estimated Labor:	1,134.00

Labor Summary

Segment 01 Total: 1,134.00

SEGMENT: 02 INSPECT MACHINE (040 7000)
NOTES:
MACHINE IS INOPERABLE.
PERFORM A VISUAL INPSECTION.
ADDTIONAL PARTS AND LABOR MAY APPLY.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
			Total Estimated Parts:	0.00

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	1.00	2,838.66	2,838.66
			Total Estimated Labor:	2,838.66

Labor Summary

Segment 02 Total: 2,838.66

SEGMENT: 03 REMOVE & INSTALL ENGINE COMPLETE (010 1000 COM)
NOTES:
745- COMPLETE SEGMENT TO R&I ENGINE, NO OTHER SEGMENTS NEEDED. INCLUDES LABOR AND MISC CHARGES TO R&I FRONT CRANKCASE GUARD, DISCHARGE/CHARGE REFRIGERANT, D&R COOLANT, D&R ENGINE OIL, D&R POWERTRAIN OIL, R&I CAB, R&I AIR CLEANER, R&I FLEXIBLE EXHAUST ELBOW AND R&I ENGINE. ALSO INCLUDES AIR HOSES WITH CLAMPS, PRIMARY AND SECONDARY AIR FILTERS, ENGINE MOUNTS WITH HARDWARE, ENGINE OIL, COOLANT, POWERTRAIN OIL AND ACR CHARGE. DOES NOT INCLUDE PARTS OR LABOR TO RECONDITION OR REPLACE.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
1421340	ELEMENT AS	1	135.87	135.87
1421403	ELEMENT AS	1	75.36	75.36
2086054	CLAMP-T BOLT	13	9.56	124.28
2094579	CLAMP-T BOLT	7	9.58	67.06
2388648	CAT ELC 50/50 1GL	24	20.17	484.08
2905562	MOUNT-DUAL	7	4.14	28.98
2905562	MOUNT-DUAL	4	4.14	16.56
2905562	MOUNT-DUAL	1	4.14	4.14
3319604	BELT	1	61.20	61.20
3327785	CM HOSE BULK	180	0.16	28.80

3460335	CLAMP-BAND	2	27.49	54.98
3966886	CORE AS-COND	1	1,030.56	1,030.56
4156334	CM HOSE BULK	330	0.25	82.50
5104954	HOSE-COOLANT	1	40.23	40.23
5207002	CLAMP-EAR	4	1.18	4.72
5366136	LINE AS-HYBR	1	286.49	286.49
5777966	CLAMP	10	2.09	20.90
5967163	HOSE-HUMP	2	112.80	225.60
5P-5148	STRAP	5	2.45	12.25
5P-5148	STRAP	2	2.45	4.90
604-9227	HOSE-HUMP	3	48.60	145.80
6049219	HOSE-ELBOW	1	114.29	114.29
6049222	HOSE-HUMP	2	45.68	91.36
621-0508	ELBOW-90	1	54.60	54.60
621-0509	ELBOW-90	1	58.42	58.42
6U0455	LASHING TIE	6	5.00	30.00
6U0455	LASHING TIE	6	5.00	30.00
9W9930	MOUNT ASSY	6	74.47	446.82
1556213X	30W-1GL-BULK OIL	24	19.08	457.87
5153957X	15W40 BULK OIL	14	18.28	255.89
RI-PARTS-4	MISC PARTS	3	200.00	600.00
			Total Estimated Parts:	3,525.77

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	39.90	189.00	7,541.10
			Total Flat Rate Labor:	7,541.10

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
ACR-**-**-**	AIR COND RECYCLE	1	100.00	100.00
			Total Flat Rate Misc:	100.00

Segment 03 Total: 11,166.87

SEGMENT: 04 RECONDITION ENGINE (020 1000)

NOTES:
RECONDITION ENGINE
PLEASE USE THE FOLLOWING PARTS AS NEEDED:
INCLUDES HEAD, COOLERS, CYL PACKS, TURBO, INJECTORS, FUEL PUMP, OIL PUMP, STARTER, OIL/FUEL FILTERS, WATER PUMP, ALTERNATOR, ROD / MAIN BEARINGS AND ALL SEALS, GASKETS AND BEARINGS NEEDED. DOES NOT INCLUDE DYNO LABOR OR PARTS, DOES NOT INCLUDE R&I LABOR.
ADDITIONAL PARTS AND LABOR MAY BE REQUIRED.
CORE CHARGES HAVE BEEN REMOVED FROM THE QUOTE, ADDITIONAL CORE CHARGES MAY APPLY.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
0619455	SEAL	1	12.36	12.36

0R5513	CORE AS-OIL	1	1,663.47	1,663.47
0R5513	CORE (CORE)	1	647.08	647.08
1025861	PLATE THRUST	1	70.84	70.84
1061792	STUD TAPER	12	18.12	217.44
1075769	SEAL O RING	2	7.99	15.98
1075769	SEAL O RING	1	7.99	7.99
1090077	SEAL O RING	1	12.03	12.03
10R9815	MOTOR G ELECON	1	860.48	860.48
10R9815	CORE (CORE)	1	819.48	819.48
1129217	PLATE THRUST	1	36.04	36.04
1135304	SEAL	2	18.25	36.50
1175268	GASKET	1	7.45	7.45
1178801	SEAL O RING	1	21.52	21.52
1185068	SEAL O RING	1	3.14	3.14
1187214	SEAL	2	5.41	10.82
1223772	SEAL O RING	1	13.93	13.93
1250434	SEAL	1	18.89	18.89
1264935	SEAL	1	11.51	11.51
1264935	SEAL	1	11.51	11.51
1422329	SEAL-DRAINBA	1	16.91	16.91
1555619	GASKET-FLYWH	1	56.22	56.22
1559524	SEAL-INTEGRA	1	125.05	125.05
1607271	SEAL-PRESS I	1	42.62	42.62
1617419	STUD-BOLT	1	12.60	12.60
1656170	PLUG	3	12.05	36.15
1669144	GASKET	1	110.01	110.01
1674407	SEAL-O-RING	1	4.18	4.18
1978418	GASKET	1	5.00	5.00
1978419	GASKET	1	5.33	5.33
1B3867	BEARING	2	35.04	70.08
1B8705	KEY	1	1.13	1.13
1H8647	RING	1	2.90	2.90
1R0749	FILTER 2MIC	2	26.64	53.28
1S9540	DOWEL	1	8.19	8.19
1U5517	DISC	5	5.88	29.40
1W5455	CLAMP	1	54.85	54.85
2019701	SEAL-O-RING	1	8.74	8.74
2061345	STRAP-CABLE	2	2.07	4.14
20R0928	CYL PACK AS	6	971.40	5,828.40
20R0928	CORE (CORE)	6	352.91	2,117.46
20R0958	ALTERNATOR G	1	617.35	617.35
20R0958	CORE (CORE)	1	561.21	561.21
20R1138	CAMSHAFT	1	1,486.05	1,486.05
20R1138	CORE (CORE)	1	943.53	943.53
20R1528	PUMP GP F	1	284.88	284.88
20R1528	CORE (CORE)	1	96.34	96.34
20R2647	HEAD GP CYL	1	5,382.01	5,382.01
20R2647	CORE (CORE)	1	4,679.16	4,679.16
20R2814	PUMP G WTR	1	1,058.02	1,058.02
20R2814	CORE (CORE)	1	786.99	786.99

20R3317	ARM A V ROCK	12	180.57	2,166.84
20R3317	CORE (CORE)	12	67.30	807.60
20R3323	ARM A UI ROC	6	272.95	1,637.70
20R3323	CORE (CORE)	6	101.73	610.38
20R3454	INJ GP FUEL	6	943.57	5,661.42
20R3454	CORE (CORE)	6	285.93	1,715.58
20R4330	PUMP GP 26 1	1	890.82	890.82
20R4330	CORE (CORE)	1	1,214.78	1,214.78
20R4500	TURBO GP-BAS	1	3,052.28	3,052.28
20R4500	CORE (CORE)	1	1,408.20	1,408.20
2109246	SEAL-O-RING	1	8.92	8.92
2147566	SEAL-O-RING	2	4.42	8.84
2147567	SEAL-O-RING	1	4.61	4.61
2147568	SEAL-O RING	3	4.93	14.79
2147568	SEAL-O RING	2	4.93	9.86
2147568	SEAL-O RING	1	4.93	4.93
2147568	SEAL-O RING	3	4.93	14.79
2271204	GASKET	1	83.31	83.31
2284947	SEAL-O-RING	1	5.85	5.85
2284947	SEAL-O-RING	1	5.85	5.85
2287089	SEAL-O-RING	4	4.88	19.52
2287090	SEAL-O-RING	1	5.30	5.30
2287090	SEAL-O-RING	1	5.30	5.30
2287090	SEAL-O-RING	1	5.30	5.30
2287093	SEAL-O-RING	4	6.61	26.44
2287100	SEAL-O RING	1	4.67	4.67
2287100	SEAL-O RING	1	4.67	4.67
2287101	SEAL-O-RING	1	5.00	5.00
2287101	SEAL-O-RING	1	5.00	5.00
2348937	SEAL-INTEGRA	1	11.83	11.83
2385080	SEAL-O-RING	2	5.77	11.54
2385080	SEAL-O-RING	1	5.77	5.77
2385080	SEAL-O-RING	1	5.77	5.77
2385081	SEAL-O-RING	1	6.50	6.50
2385084	SEAL-O-RING	1	9.36	9.36
2385084	SEAL-O-RING	1	9.36	9.36
2429537	SEAL	3	48.77	146.31
2485513	REGULATOR-TE	2	71.35	142.70
2530552	CAP AS	1	38.53	38.53
2531752	PLATE-THRUST	2	56.25	112.50
2566453	SENSOR GP-TE	1	61.37	61.37
2566453	SENSOR GP-TE	2	61.37	122.74
2605864	SWITCH AS-TO	1	70.27	70.27
261-5615	BOLT HEX HEA	14	2.43	34.02
2613450	BEARING-ROD	6	51.45	308.70
2720390	SEAL	1	100.61	100.61
2722583	SEAL-O-RING	1	11.44	11.44
2799828	SENSOR GP	1	178.06	178.06
2799829	SENSOR GP-SP	1	207.45	207.45
2818261	SLEEVE AS.-E	6	35.66	213.96

2935535	SENSOR GP-PR	1	268.13	268.13
2939659	FILM-WARN UN	2	12.17	24.34
2958454	FILM-WARN HA	1	12.19	12.19
2B2695	CAP SCREW	2	0.44	0.88
2H3755	CAPSCREW	4	0.34	1.36
2M6471	PLUG	2	12.26	24.52
2N2766	LOCK NUT	12	7.09	85.08
2N5243	SEAL O RING	2	5.06	10.12
3078322	SHAFT AS-RKR	3	483.93	1,451.79
3079921	ABSORBENT PA	1	79.76	79.76
3147599	CLAMP-BAND	2	7.60	15.20
3147599	CLAMP-BAND	2	7.60	15.20
3178766	BEARING - MA	7	82.44	577.08
3203060	SENSOR GP	1	234.60	234.60
3203061	SENSOR GP	1	234.60	234.60
3203063	SENSOR GP-PR	1	234.60	234.60
3249290	BELLOWS AS.-	1	242.82	242.82
3253234	TUBE AS-F SU	1	125.95	125.95
3257472	SENSOR GP-PR	1	234.60	234.60
3261643	FILTER AS	1	54.24	54.24
3287546	HOSE	1	39.30	39.30
3287546	HOSE	1	39.30	39.30
3291958	TUBE-WATER	1	136.32	136.32
3298797	TENSIONER-BE	1	255.58	255.58
3304374	SLEEVE	13	1.22	15.86
3307736	HOSE AS.	1	51.99	51.99
3374178	CM HOSE BULK	13	0.32	4.16
3377323	VALVE GP-EXH	1	2,324.45	2,324.45
3411429	SEAL-PIP	1	11.97	11.97
3435527	BOWL AS FUEL	1	42.17	42.17
3487743	BRIDGE-VALVE	12	41.79	501.48
3498402	TUBE	1	39.66	39.66
3499659	GASKET	1	22.70	22.70
3500684	FILM	1	12.62	12.62
3537953	GROMMET	1	12.79	12.79
3591439	SEAL AS-WATE	24	5.47	131.28
3603679	PLUG-HD STOR	1	9.28	9.28
3630253	CLIP-HALF TA	1	18.74	18.74
3630254	CLIP-HALF SL	1	18.74	18.74
3654312	HARNESS AS-W	1	72.06	72.06
3666004	SEAL-CRANKSH	1	119.09	119.09
3697512	COVER-WATER	1	1,028.41	1,028.41
3752467	LOCKNUT-FLAN	4	4.03	16.12
3798640	BRACKET AS	1	57.99	57.99
3851173	SENSOR GP-PR	1	224.37	224.37
3929208	PLUNGER-RELI	1	31.84	31.84
3E6785	SEAL-O RING	1	21.35	21.35
3N3790	PLATE SERIAL	1	11.91	11.91
3S2093	TIE	20	0.45	9.00
3T3434	PLUG	6	2.65	15.90

4156334	CM HOSE BULK	80	0.25	20.00
4161498	SEAL-O-RING	1	6.61	6.61
4172012	HOSE-FUMES	1	92.46	92.46
4309455	SENSOR GP	1	190.32	190.32
4310721	HARNESS AS-W	1	114.09	114.09
4369909	HOSE AS-FUEL	1	74.43	74.43
4369910	HOSE AS-FUEL	1	84.13	84.13
4493064	KIT COOLER	1	3,169.49	3,169.49
4589582	PAINT-PRIMER	4	16.85	67.40
4743231	SENSOR AS-TE	1	107.25	107.25
4858534	TAPE-MASKING	1	35.32	35.32
4C8630	BRUSH FLAP	1	33.60	33.60
4M0061	BOLT	2	0.44	0.88
4M0189	SEAL O RING	2	5.76	11.52
4N0699	GASKET	2	3.17	6.34
4N1650	DOWEL	1	7.30	7.30
4N8150	SPRING	1	9.89	9.89
4W6061	SLEEVE	6	142.05	852.30
5145317	HARNESS AS-E	1	452.75	452.75
5425804	GAUGE GP-O L	1	249.29	249.29
5490534	VALVE GP-AIR	1	204.27	204.27
5636855	SHIELD AS	1	55.28	55.28
565-8021	GASKET	2	74.43	148.86
5685663	HARNESS AS-E	1	2,058.84	2,058.84
5713086	HARNESS AS-W	1	47.18	47.18
5719902	GASKET AS KT	1	281.71	281.71
5761158	FILM-CAT	3	13.21	39.63
5900196	PAINT-YELLOW	3	16.85	50.55
5980418	GASKET-FLY H	1	52.65	52.65
5E8771	O RING	1	19.99	19.99
5M2894	WASHER	14	0.61	8.54
5P0840	SEAL-O-RING	2	6.01	12.02
5P4116	WASHER	4	0.79	3.16
5P5846	SEAL O RING	1	15.28	15.28
5P8068	SEAL	1	14.26	14.26
6069110	SEAL-CRANKSH	1	119.09	119.09
6078034	WIPER	1	28.80	28.80
625-7923	HARNESS AS	1	116.17	116.17
6I1055	DOWEL	1	5.17	5.17
6I3624	PLATE THRUST	2	23.32	46.64
6I4421	PLATE SPACER	1	664.63	664.63
6V0852	CAP	2	6.89	13.78
6V1197	SEAL	1	20.77	20.77
6V3250	SEAL O RING	1	1.74	1.74
6V3250	SEAL O RING	1	1.74	1.74
6V3251	SEAL O RING	1	2.01	2.01
6V3683	SEAL O RING	1	8.49	8.49
6V5063	SEAL O RING	1	2.55	2.55
6V5141	SEAL	2	35.20	70.40
6V6609	SEAL	1	1.93	1.93

6V6609	SEAL	2	1.93	3.86
6V7350	SEAL	1	19.11	19.11
6V8189	NUT	4	0.35	1.40
6V8636	CONNECTOR	2	8.09	16.18
6V8676	SEAL-O-RING	1	10.16	10.16
7E4761	VALVE	1	45.61	45.61
7J6285	SEAL	1	5.55	5.55
7K1181	TIE	20	0.86	17.20
7L6580	SEAL O RING	2	3.59	7.18
8C3089	SEAL FACE	1	15.19	15.19
8C5230	SEAL O RING	2	16.23	32.46
8J4351	SEAL-O-RING	1	11.74	11.74
8S9191	BOLT	6	2.43	14.58
8T0154	CLAMP	1	4.31	4.31
8T4224	WASHER	4	0.61	2.44
8T9588	SEAL	1	3.43	3.43
8T9655	MOUNT	8	4.17	33.36
8T9655	MOUNT	6	4.17	25.02
9L8925	BOLT	12	0.35	4.20
9M0164	CLAMP	1	5.00	5.00
9M1974	WASHER	10	0.49	4.90
9N5085	CLAMP	2	47.16	94.32
9N5085	CLAMP	2	47.16	94.32
9S8004	PLUG	3	11.21	33.63
9S8004	PLUG	3	11.21	33.63
9S8004	PLUG	1	11.21	11.21
9S8005	PLUG	3	8.50	25.50
9S8006	PLUG	1	9.74	9.74
9S8008	PLUG	1	5.53	5.53
9Y6089	GASKET	1	6.97	6.97
9Y6089	GASKET	1	6.97	6.97
CREDIT	ESTIMATED CORE CREDIT	1	-16,407.79	-16,407.79
SW1542331	MINERAL SPIRITS 5	1	161.59	161.59
09131	CLNR,BRK 20OZ CHLR	48	6.56	314.88
234263	ANTI-SEIZE COPPER	1	14.13	14.13

Total Estimated Parts: 53,816.48

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	130.00	189.00	24,570.00

Total Flat Rate Labor: 24,570.00

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
GE-**-**-**	MACHINING OF BLOCK AND POLISHING CRANKSHAFT	1	3,600.00	3,600.00

Total Time and Material Misc:	3,600.00
Segment 04 Total:	81,986.48

SEGMENT: 05 DYNAMOMETER TEST ENGINE (031 1000)
NOTES:
INCLUDES LABOR TO DYNO THE ENGINE. ALSO INCLUDES FILTER AND ENGINE OIL. DOES NOT INCLUDE PARTS OR LABOR TO R&I, REPLACE OR RECONDITION.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
1R1808	FILTER AS-LU	1	42.46	42.46
5153957X	15W40 BULK OIL	14	18.28	255.89
			Total Estimated Parts:	298.35

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	10.00	189.00	1,890.00
			Total Flat Rate Labor:	1,890.00

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
			Total Flat Rate Misc:	1,008.00
			Segment 05 Total:	3,196.35

SEGMENT: 06 REMOVE & INSTALL AFTERCOOLER (010 1063)
NOTES:
ONLY INCLUDES LABOR TO R&I AFTERCOOLER, NO OTHER COMPONENTS.
INCLUDES CLEAN, INSPECT, AND TEST AFTERCOOLER

Parts

Part Number	Description	Qty	Unit Price	Ext Price
RI-PARTS-2	MISC PARTS	1	100.00	100.00
			Total Estimated Parts:	100.00

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	6.65	189.00	1,256.85
			Total Flat Rate Labor:	1,256.85

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
GE-**-**-**	CLEAN, INSPECT, AND TEST AFTERCOOLER	1	800.00	800.00
			Total Time and Material Misc:	800.00
			Segment 06 Total:	2,156.85

SEGMENT: 07 REMOVE & INSTALL COOLING PACKAGE COMPLETE (010 135C COM)
NOTES:
745- COMPLETE R&I SEGMENT, NO OTHER SEGMENT NEEDED TO R&I THE COOLING PACKAGE TOGETHER (RADIATOR FAN AND HYD OIL COOLER). INCLUDES LABOR TO R&I THE WHOLE COOLING PACKAGE, THE WINDOW GUARD AND TILT THE CAB. INCLUDES MOUNTING HARDWARE AND COOLANT HOSES& CLAMPS.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
1246256	CLAMP-HOSE	2	3.29	6.58
1P4278	CLAMP	4	3.00	12.00
2086054	CLAMP-T BOLT	9	12.75	114.75
2087448	CLAMP-T BOLT	8	12.94	103.52
2094579	CLAMP-T BOLT	7	12.78	89.46
2211713	BUSH-RUBBER	2	103.88	207.76
2840671	CLAMP-V-BAND	1	42.04	42.04
3293356	NUT-HEX	5	1.37	6.85
3352474	MOUNT AS	2	71.32	142.64
3519047	CM HOSE BULK	40	0.16	6.40
3519047	CM HOSE BULK	70	0.16	11.20
371-8113	CM HOSE BULK	125	1.08	135.00
3979590	HOSE	1	173.33	173.33
4156334	CM HOSE BULK	105	0.25	26.25
604-9222	HOSE-HUMP	1	45.68	45.68
604-9227	HOSE-HUMP	3	48.60	145.80
6049219	HOSE-ELBOW	1	114.29	114.29
6049222	HOSE-HUMP	1	45.68	45.68
621-0508	ELBOW-90	1	54.60	54.60
621-0509	ELBOW-90	1	58.42	58.42
6U2097	SOCKET BUSH	1	75.80	75.80
7E8630	HOSE	4	110.12	440.48
7U8704	WASHER	1	10.37	10.37
8G0841	MOUNTING	1	72.99	72.99
8T0154	CLAMP	1	5.75	5.75
8T4132	NUT	5	2.95	14.75
8T4174	BOLT	2	11.43	22.86
8T4175	BOLT	1	8.14	8.14
8T6703	CLAMP	2	20.05	40.10
9W9952	WASHER	4	23.69	94.76
9W9953	SLEEVE	2	6.75	13.50
9X2133	CM HOSE STK	250	0.20	50.00
9X8257	WASHER	10	2.38	23.80
RI-PARTS-1	MISC PARTS	4	50.00	200.00
			Total Estimated Parts:	2,615.55

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	10.65	189.00	2,012.85
			Total Flat Rate Labor:	2,012.85

Labor Summary

Segment 07 Total: 4,628.40

SEGMENT: 08 RECONDITION RADIATOR (020 1353)
NOTES:
INCLUDES CLEAN, INSPECT, AND TEST RADIATOR CORE.
SEALS, VALVES AND GASKETS NEEDED,
DOES NOT INCLUDE R&I LABOR

Parts

Part Number	Description	Qty	Unit Price	Ext Price
7X2532	BOLT	4	12.55	50.20
8T4123	WASHER	6	2.09	12.54
8T4131	NUT	6	3.35	20.10
8T5439	WASHER	6	4.52	27.12
9W6582	SLEEVE	6	25.37	152.22
9W6584	WASHER	6	39.04	234.24
9W9930	MOUNT ASSY	6	74.47	446.82
RI-PARTS-2	MISC PARTS	1	100.00	100.00
			Total Estimated Parts:	1,043.24

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	8.00	189.00	1,512.00
			Total Flat Rate Labor:	1,512.00

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
GE-**-**-**	CLEAN, INSPECT, AND FLUSH RADIATOR CORE	1	2,200.00	2,200.00
			Total Time and Material Misc:	2,200.00

Segment 08 Total: 4,755.24

SEGMENT: 09 REMOVE & INSTALL TRANS & TORQUE CONVERTER COMPLETE (010 3001 COM)
NOTES:
745- COMPLETE SEGMENT TO R&I THE TRANSMISSION & TORQUE CONVERTER, NO OTHER SEGMENTS NEEDED. INCLUDES LABOR AND MISC CHARGES TO DISCHARGE/CHARGE REFRIGERANT, D&R COOLANT, D&R TRANSMISSION OIL, R&I CAB, R&I PISTON PUMP (BRAKE, FAN HOIST), R&I PISTON PUMP (HOIST, STEERING), R&I OIL COOLER (T/C AND BRAKE) AND R&I TRANSMISSION AND T/C. ALSO INCLUDES ACR CHARGE AND MOUNTS WITH HARDWARE.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
0951678	O-RING	1	5.90	5.90
2086054	CLAMP-T BOLT	13	9.56	124.28
2094579	CLAMP-T BOLT	7	9.58	67.06
2905562	MOUNT-DUAL	7	4.14	28.98
2905562	MOUNT-DUAL	4	4.14	16.56

2905562	MOUNT-DUAL	1	4.14	4.14
3319604	BELT	1	61.20	61.20
3327785	CM HOSE BULK	180	0.16	28.80
3460335	CLAMP-BAND	2	27.49	54.98
3966886	CORE AS-COND	1	1,030.56	1,030.56
4156334	CM HOSE BULK	330	0.25	82.50
5104954	HOSE-COOLANT	1	40.23	40.23
5207002	CLAMP-EAR	4	1.18	4.72
5366136	LINE AS-HYBR	1	286.49	286.49
571-5253	ELEMENT AS-X	1	88.73	88.73
5715253	ELEMENT AS-X	1	88.73	88.73
5777966	CLAMP	10	2.09	20.90
5882592	HOUSING AS-F	1	691.05	691.05
5967163	HOSE-HUMP	2	112.80	225.60
5P-5148	STRAP	5	2.45	12.25
5P-5148	STRAP	2	2.45	4.90
5P7701	SEAL	2	8.92	17.84
604-9227	HOSE-HUMP	3	48.60	145.80
6049219	HOSE-ELBOW	1	114.29	114.29
6049222	HOSE-HUMP	2	45.68	91.36
621-0508	ELBOW-90	1	54.60	54.60
621-0509	ELBOW-90	1	58.42	58.42
6U0455	LASHING TIE	6	5.00	30.00
6U0455	LASHING TIE	6	5.00	30.00
8L2786	O RING	2	5.77	11.54
9W9930	MOUNT ASSY	6	74.47	446.82
RI-PARTS-1	MISC PARTS	8	50.00	400.00
			Total Estimated Parts:	4,369.23

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	70.85	189.00	13,390.65
			Total Flat Rate Labor:	13,390.65

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
			Total Flat Rate Misc:	100.00

Segment 09 Total: 17,859.88

SEGMENT: 10 REPLACE WITH CAT REMAN TRANSMISSION (513 3030)
NOTES:
SWAP COMPONETS TO REMAN TRANSMISSION AND RETURN OLD TRANSMISSION FOR A CORE CREDIT.
CORE CHARGES HAVE BEEN REMOVED FROM THE QUOTE, ADDITIONAL CORE CHARGES MAY APPLY.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
30R-0779	TRANSMISSION	1	45,819.93	45,819.93
30R-0779	CORE (CORE)	1	68,049.40	68,049.40

CREDIT	ESTIMATED CORE CREDIT	1	-68,049.40	-68,049.40
RI-PARTS-4	MISC PARTS	5	200.00	1,000.00
			Total Estimated Parts:	46,819.93

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	10.00	189.00	1,890.00
			Total Estimated Labor:	1,890.00

Labor Summary

Segment 10 Total: 48,709.93

SEGMENT: 11 REPAIR MACHINE (023 7000)
NOTES:
REPLACE AND REPAIR DAMAGED PARTS.
ADDITIONAL PARTS AND LABOR MAY BE REQUIRED.
INCLUDES CHANGING THE HYDRAULIC OIL & FILTERS.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
0619455	SEAL	6	12.36	74.16
1288678	SPACER	1	20.05	20.05
1915216	PLATE-RETAIN	4	46.41	185.64
1946933	HOSE AS.	1	470.26	470.26
1984777	WASHER-HARD	4	2.85	11.40
2177699	STRIP-RUBBER	1	38.05	38.05
2180054	SPACER	2	78.75	157.50
2256721	HOSE AS.	1	112.81	112.81
2577245	LINK-SHORT(C	1	120.45	120.45
2955609	SEAL-O-RING	6	9.96	59.76
3017789	CLIP-TOP	1	21.89	21.89
3017789	CLIP-TOP	1	21.89	21.89
3017790	CLIP-BOTTOM	1	19.24	19.24
3017790	CLIP-BOTTOM	1	19.24	19.24
3285177	BELT	2	52.02	104.04
3285179	PLATE-INNER	2	23.59	47.18
3454130	PANEL AS-LH	1	1,540.95	1,540.95
3454134	PANEL AS-RH	1	1,561.95	1,561.95
3454136	GRILL	1	331.23	331.23
3518204	BUSH-SPHERIC	4	599.61	2,398.44
3572072	COVER-FLEXIB	2	260.10	520.20
3572072	COVER-FLEXIB	2	260.10	520.20
3610942	HOSE AS.	1	115.19	115.19
362-1320	BOLT-HEX HEA	1	2.21	2.21
3880895	HANDRAIL AS-	1	758.22	758.22
3883213	PANEL AS-FEN	1	880.15	880.15
3964011	HANDRAIL AS-	1	605.94	605.94
3989290	HOSE AS.	2	550.74	1,101.48
3990382	HOSE AS.	1	287.89	287.89
3990967	HOSE AS.	1	179.11	179.11
3991122	HOSE AS.	1	135.54	135.54
3993116	HOSE AS.	1	135.84	135.84

3993117	HOSE AS.	1	154.47	154.47
3S2093	TIE	1	0.36	0.36
4154048	HOSE AS.	1	44.94	44.94
4188294	HOSE AS.	1	113.50	113.50
4241785	STEP-CAST	1	206.97	206.97
4247596	HOSE AS.	1	272.90	272.90
4255755	PLATE-BELT	2	45.16	90.32
4304251	HOSE AS.	1	99.09	99.09
4304252	HOSE AS.	2	90.51	181.02
4335204	TUBE AS	1	543.42	543.42
4358540	STRIP-RUBBER	1	59.18	59.18
4363031	TUBE AS	1	600.41	600.41
4363032	TUBE AS	1	682.66	682.66
4363038	TUBE AS	1	623.50	623.50
4381727	HOSE AS.	1	64.65	64.65
4381729	HOSE AS.	1	77.00	77.00
4530752	TUBE AS	1	127.16	127.16
4530757	TUBE AS	1	131.95	131.95
4530818	TUBE AS	1	185.41	185.41
4539528	TUBE AS	1	718.17	718.17
4560501	TUBE AS	1	685.01	685.01
4567479	FRAME AS-SPR	1	444.04	444.04
4567479	FRAME AS-SPR	1	444.04	444.04
4571480	HOSE AS.	1	367.79	367.79
4629583	FRAME AS-GUA	1	1,115.85	1,115.85
4639112	HOSE AS.	1	284.05	284.05
4647949	HOSE AS.	1	451.47	451.47
4669023	TUBE AS	1	288.71	288.71
4675530	FRAME AS-SPR	1	639.57	639.57
4855713	HANDRAIL AS-	1	1,914.31	1,914.31
4855731	HOSE AS.	1	116.58	116.58
4890759	FENDER AS-LH	1	3,740.04	3,740.04
4902809	COVER-FENDER	1	488.14	488.14
4927405	PLATE	1	41.66	41.66
4927431	PLATE AS	1	176.78	176.78
4950257	BRACKET	1	89.41	89.41
4956267	SUPPORT AS-L	1	734.75	734.75
4I5480	WASHER	4	7.03	28.12
4J0520	SEAL-O-RING	4	2.79	11.16
4J0522	SEAL-O-RING	4	3.07	12.28
4J0522	SEAL-O-RING	4	3.07	12.28
4P8134	CLIP	1	6.92	6.92
5019419	HOSE AS.	1	355.69	355.69
5122408	MIRROR AS	2	80.22	160.44
5164296	PLATE AS	1	283.29	283.29
5205443	BRACKET AS	1	862.87	862.87
5220832	HOSE AS.	1	110.91	110.91
5223188	PLATE AS BRA	1	202.01	202.01
5244052	PLATE-TREAD	1	429.61	429.61
5265057	MIRROR AS	1	119.37	119.37

5296494	HOSE AS.	1	150.16	150.16
5296496	HOSE AS.	1	148.75	148.75
5397819	BRACKET AS	1	87.14	87.14
5404158	HARNESS AS	3	111.75	335.25
5417483	HOSE AS.	1	81.86	81.86
5417484	HOSE AS.	1	82.84	82.84
5422345	MUDFLAP	1	139.66	139.66
5480329	SUPPORT AS-R	1	868.56	868.56
571-5253	ELEMENT AS-X	1	88.73	88.73
5715253	ELEMENT AS-X	1	88.73	88.73
5859307	ARM AS-MIRRO	1	1,300.28	1,300.28
5882592	HOUSING AS-F	1	691.05	691.05
5957241	HARNESS AS-H	1	812.29	812.29
5P7701	SEAL	2	8.92	17.84
6088162	BRACKET	1	76.81	76.81
653-2607	BRACKET AS	1	244.42	244.42
653-2607	BRACKET AS	1	244.42	244.42
6V8397	SEAL	8	1.78	14.24
6V8397	SEAL	8	1.78	14.24
6V8398	SEAL O RING	8	1.82	14.56
6V8398	SEAL O RING	4	1.82	7.28
6V9746	SEAL O RING	8	2.01	16.08
6V9746	SEAL O RING	4	2.01	8.04
7I2273	BOLT	16	0.36	5.76
7X2546	BOLT	2	4.72	9.44
8F6453	BOLT	1	43.93	43.93
8L2786	O RING	2	5.77	11.54
8S0023	CLIP	5	22.13	110.65
8S0024	CLIP	5	21.65	108.25
8T0389	NUT	2	3.20	6.40
8T0389	NUT	2	2.40	4.80
8T1889	CLIP	1	4.25	4.25
8T1890	CLIP	1	3.96	3.96
8T4121	WASHER	2	0.86	1.72
8T4136	BOLT	9	1.33	11.97
8T4139	BOLT	3	2.32	6.96
8T4191	BOLT	1	0.95	0.95
8T4195	BOLT	2	1.18	2.36
8T4223	WASHER	1	1.25	1.25
8T4244	NUT	1	0.84	0.84
8T4910	BOLT	13	3.56	46.28
8T6868	BOLT	4	4.65	18.60
9X2040	SCREW	4	5.82	23.28
3096931X	OIL HYDRO 10, 5 GL	12	118.92	1,427.04
RI-PARTS-4	MISC PARTS	5	200.00	1,000.00

Total Estimated Parts: 40,535.79

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	80.00	189.00	15,120.00
			Total Estimated Labor:	15,120.00

Labor Summary

Segment 11 Total: 55,655.79

SEGMENT: 12 WELD FRAME (062 7050)
NOTES:
REPAIR CRAKCS AS NEEDED.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
RI-PARTS-4	MISC PARTS	3	200.00	600.00
			Total Estimated Parts:	600.00

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	20.00	189.00	3,780.00
			Total Estimated Labor:	3,780.00

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
SUP-**-**-**	WELDING SUPPLIES	1	250.00	250.00
			Total Estimated Misc:	250.00

Segment 12 Total: 4,630.00

SEGMENT: 13 REPAIR CAB (023 7301)
NOTES:
REPLACE CAB AS NEEDED.
REPLACE SEAT BELT.
INCLUDES WIPERS.
ADDITIONAL PARTS AND LABOR MAY BE REQUIRED.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
110-7524	BUTTON	66	1.89	124.74
1107524	BUTTON	66	1.42	93.72
1146658	WASHER	7	0.61	4.27
1268472	CM SEAL	72	0.34	24.48
1285040	BLADE A	2	27.38	54.76
1367728	SEAL-COMP	24	3.05	73.20
2014066	SEAL	20	2.65	53.00
222-0345	BELT GP-SEAT	1	264.92	264.92
2554953	SEAL BULK	162	0.56	90.72
2722838	PLUG AS-CONN	1	36.55	36.55
2R2376	WASHER	2	3.72	7.44
2V2015	NUT	2	3.75	7.50
3201390	BLADE WIPER	1	43.56	43.56
3595179	PLUG AS	1	22.82	22.82

3W3465	SCREW	2	16.30	32.60
4806970	WINDOW AS	1	494.08	494.08
4806986	WINDOW AS	1	538.90	538.90
4855669	PANEL AS VIS	1	344.31	344.31
4V-5090	BUMPER	2	3.29	6.58
5080788	GLASS-LH	1	453.13	453.13
5080789	GLASS-REAR	1	279.92	279.92
5080790	GLASS-REAR	1	279.92	279.92
5080791	GLASS-RH	1	401.61	401.61
5080792	GLASS FRONT	1	730.60	730.60
5122408	MIRROR AS	1	80.22	80.22
5265057	MIRROR AS	1	119.37	119.37
5859307	ARM AS-MIRRO	1	1,300.28	1,300.28
590-0184	PAINT-BLACK	4	16.85	67.40
6V3987	SEAL	2	6.67	13.34
7X7729	WASHER	12	1.84	22.08
8D-6542	GROMMET	1	10.76	10.76
8T4136	BOLT	12	1.33	15.96
9X2045	SCREW	7	2.34	16.38
NAPA-20FW	FLUID WASH	1	4.45	4.45
RI-PARTS-4	MISC PARTS	5	200.00	1,000.00
			Total Estimated Parts:	7,113.57

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	28.00	189.00	5,292.00
			Total Estimated Labor:	5,292.00

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
GE-**-**-**	GLASS INSTALL	1	1,000.00	1,000.00
			Total Estimated Misc:	1,000.00

Segment 13 Total: 13,405.57

SEGMENT: 14 PERFORM 5000 SERVICE HOUR MAINT (540 7546)
NOTES:
REPLACE DPF FILTER AND SPARK PLUG.
CORE CHARGES HAVE BEEN REMOVED FROM THE QUOTE,
ADDITIONAL CORE CHARGES MAY APPLY.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
20R8034	KIT-FILTER	1	3,826.29	3,826.29
20R8034	CORE (CORE)	1	3,069.22	3,069.22
2953099	PLUG-SPARK	1	20.27	20.27
3783187	FILTER-DEF	1	64.81	64.81
4182073	GASKET AS	1	6.36	6.36
4859752	INJECTOR AS-	1	457.23	457.23
CREDIT	ESTIMATED CORE CREDIT	1	-3,069.22	-3,069.22

			Total Estimated Parts:	4,374.96

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	4.70	189.00	888.30
			Total Flat Rate Labor:	888.30

Labor Summary

Segment 14 Total: 5,263.26

SEGMENT: 15 RECONDITION SUSPENSION LINK REAR (020 7230 RE RER)
NOTES:
97-6384 FRAME GP-REAR SUSPENSION
REPLACE PINS AND BEARINGS ON THE FOLLOWING,
563-9045 FRAME AS & 353-2230 ROD AS.
INCLUDES R&I.
ADDITIONAL PARTS AND LABOR MAY BE REQUIRED.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
155-0198	WASHER	1	103.18	103.18
155-0385	RING-CLAMP	1	203.18	203.18
155-3537	BEARING	1	425.20	425.20
3518204	BUSH-SPHERIC	2	599.61	1,199.22
554-8864	PIN-SUSPENSI	1	522.53	522.53
6V-8237	WASHER	10	2.41	24.10
7X0851	NUT	4	3.87	15.48
8T-0367	BOLT	1	24.05	24.05
8T-4121	WASHER	6	0.86	5.16
8T-4195	BOLT	6	1.18	7.08
8T0364	BOLT	4	20.41	81.64
RI-PARTS-4	MISC PARTS	1	200.00	200.00
			Total Estimated Parts:	2,810.82

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	8.00	189.00	1,512.00
			Total Estimated Labor:	1,512.00

Labor Summary

Segment 15 Total: 4,322.82

SEGMENT: 16 TEST AFTER REPAIR MACHINE (030 7000)
NOTES:
TEST AFTER REPAIRS.
CHECK HYDRAULIC PRESSURES AND PERFORM CYCLE TIMES AND DRIFT TEST ON THE CYLINDERS.
CHECK SUSEPENSION CYLINDER CHARGE.
SAMPLES OF ALL THE COMPONENTS AND TOP OFF FLUID LEVELS.
ADDITIONAL PARTS AND LABOR MAY BE REQUIRED.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
177-9343	CAP/PROBE G.	4	2.63	10.52

4C-4055	TUBE PLASTIC	6	0.86	5.16
OILSMPL1	SAMPLE W/MAILER	12	21.00	252.00
RI-PARTS-4	MISC PARTS	5	200.00	1,000.00
			Total Estimated Parts:	1,267.68

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	24.00	189.00	4,536.00
			Total Estimated Labor:	4,536.00

Labor Summary

Segment 16 Total: 5,803.68

SEGMENT: 50 TRANSPORT MACHINE (052 7000)

NOTES:
ROUND TRIP TO AND FROM:
PICKUP FROM:
CITY OF MIDLAND LANDFILL
7901 E GARDEN CITY HIGHWAY
MIDLAND, TX 79706
DELIVER TO:
WARREN CAT
2301 PRODUCTION ST.
ODESSA, TX 79761

Parts

Part Number	Description	Qty	Unit Price	Ext Price
			Total Estimated Parts:	0.00

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
HT1-**-**-**	HAUL TRUCK ROUND TRIP	2	1,290.00	2,580.00
			Total Estimated Misc:	2,580.00

Segment 50 Total: 2,580.00

Total Segments: 272,163.78

SUB TOTAL (BEFORE TAXES) 272,163.78

PO#: _____ Authorized Name: _____ (signature)

Date: _____ _____ (print)

Thank you for this opportunity to serve your company

CONTACT INFORMATION:

Prepared by: Ramon Sotelo Phone: 432-444-2990 Email: Ramon.Sotelo@warrencat.com Fax:

-This estimate will expire 14 days from the estimate date.
-Price excludes Freight Charges, Operating Supplies/EPA Fees, Overtime and supplier prices changes and surcharges
-Terms: Delivery
-Sales Taxes where applicable are not included with the above prices.

Terms and Conditions

BY SIGNATURE ABOVE, I certify that I am the owner or owner's agent, and authorize Warren CAT, its employees, subcontractors or consultants to perform the inspection, maintenance or repairs described above to include the provision and use of necessary materials required to accomplish the described work scope. I further authorize Warren CAT to operate the equipment, or any part therein described for the purpose of testing and/or inspection. I understand that payment for all work performed is due in full upon completion.

Upon acceptance, this quote becomes a legal agreement between you (either an individual or the entity you are authorized to represent) and Warren CAT. Further, signing certifies the information provided is true and correct, and that the signer is authorized to charge this purchase as noted. Warren CAT reserves the right to reject a partial or modified quote. You may cancel an accepted quote until the work is started. Once started, work may be stopped at anytime. Partially completed work will be billed based on Time and Materials at Warren CAT's prevailing rate. Additional handling and storage fees may apply to work partially completed or work temporarily put on hold.

EQUIPMENT HAVING INSTALLED FIRE SUPPRESSANT SYSTEMS: During course of repair work it may become necessary to deactivate or disturb mechanical and/or electrical components of the fire suppression system. Reactivation of the fire suppressant system is the responsibility of the customer and should be undertaken before machine operations. Warren CAT accepts no responsibility for the reactivation, testing or operation of the fire suppressant system.

STANDARD WARRANTY: Parts for this repair are warranted as indicated by the manufacturer from the date of invoice. In addition, Warren CAT's standard labor warranty of 90 days will apply. Full warranty statements, including limitations and exclusions, are available from any Warren CAT facility. Ask your service representative about additional or enhanced warranty availability.

THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE. REMEDIES FOR THESE WARRANTIES ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES AS SPECIFIED HEREIN. IN NO EVENT WILL EITHER CATRPILLAR OR WARREN CAT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CORE CHARGES: Core charges will be returned to customer upon acceptance of the core by Caterpillar.

OVERTIME: Overtime can be added at customers request charged at Warren CAT's prevailing overtime rate.

PARTS POLICY: This quote does not include any un-salvageable parts. Parts will be set aside for customer approval before replacement.

TURNAROUND TIME: Warren CAT will not be responsible for circumstances outside of its control. If delays are experienced, the customer will be contacted. In no event will Warren CAT or subsidiaries be liable for any direct or indirect damages (including, without limitation, lost profits, lost savings or other incidental or consequential damages) arising out of the use or inability to use the machine, even if Warren CAT or subsidiaries has been advised of the possibility of such loss.


WARREN CAT
745
CAT
WARREN CAT
3T603056


745

City Council Meeting

Item Number: 12

Meeting Date: May 13, 2025

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 QUALIFICATIONS FOR ON-CALL CITYWIDE PROFESSIONAL ENGINEERING SERVICES, ARCHITECTURE SERVICES, LANDSCAPE ARCHITECTURE SERVICES, LAND SURVEYING SERVICES, REAL ESTATE APPRAISING SERVICES, PLANNING SERVICES, AND SERVICES PROVIDED IN CONNECTION THEREWITH FOR THE UTILITIES DEPARTMENT (DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Motion authorizing the City Manager or the City Manager's designee to advertise a request for qualifications for on-call Citywide Professional Services and services provided in connection therewith for the Utilities Department.

Recommended City Council Action:

Approve

Fiscal Impact:

No funding at this time.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Please consider approving a motion authorizing the City Manager or the City Manager's

designee to advertise a request for qualifications for on-call Citywide professional services, including but not limited to engineering and engineering-related activities for public works/capital improvement projects and may also include activities such as: survey, route study, traffic study, geotechnical investigation, geometric design, drainage design, right of way map and property appraisal, utility adjustment coordination, signal design, illumination design, construction plan assembly, resource agency coordination and other tasks as needed for the Utilities Department. Please see the attached memo from Carl Craigo , Utilities Director, for additional information.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Carl Craigo, P.E., City Engineer

SUBJECT: Motion to authorize the City Manager, or the City Manager's designee, to advertise a Request for Qualifications (RFQ) for professional services to support the Engineering, Utilities, Airports, General Services, and Development Services Departments. The RFQ will include engineering and related professional services. Further, authorize the City Manager or designee to negotiate professional services agreements with selected firms for such services; provided, however, that no agreement shall become effective until approved by the City Council.

DATE: May 1, 2025 **COUNCIL MEETING DATE:** May 13, 2025

Please carry a resolution to council to obtain approval to advertise for a PSA for the Utility Services Department.

The City of Midland, Texas (the "City"), is soliciting concise Letters of Interest and Statements of Qualifications from qualified firms to provide professional services—including design, preparation of plans and specifications, and related architectural and engineering services—for various projects across the Engineering, Utilities, Airports, General Services, and Development Services Departments, as part of the Citywide Professional Services RFQ.

Funding for each Professional Services Agreement will be provided by the respective departments as needed, based on the scope and requirements of the specific project.

Let me know if you have any questions.

cc: Kirby Jones
Gabriel McClelland
Regina Stephenson

REQUIREMENTS
FOR
STATEMENT OF QUALIFICATIONS

- **GENERAL INFORMATION:**

The City of Midland invites qualified firms to submit a letter of interest and statement of qualifications for professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, planning services, and services provided in connection with the aforementioned services to support the Engineering Services, Utilities, Airports, Development Services, and General Services Departments. These services will assist with public works, capital improvement projects, including surveying, route and traffic studies, geotechnical investigations, geometric and drainage design, right-of-way (ROW) mapping, property appraisal, ROW acquisition coordination, utility adjustment coordination, signal and illumination design, construction plan development, architectural Services, planning services, strategic partnerships advocacy and relationship building, professional architect/ engineer consulting services for projects funded by the Department of Transportation, Federal Aviation Administration Airport Improvement Program, and resource agency coordination. Firms should demonstrate expertise in these areas and the ability to provide comprehensive support for City infrastructure projects.

1.1 ISSUING OFFICE: This RFQ is issued by the City of Midland Utilities Services. Carl Craigo, P.E., Director of Utilities, is the contact person for this RFQ.

1.2 PROJECTS: None at this time.

1.3 DISCLAIMER: None at this time

1.4 SERVICES REQUIRED:

The specific engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, planning services, and services provided in connection therewith required of the selected firms may include, but are not limited to:

1) Conduct data gathering to include existing surveys, property ownership, geotechnical reports and other corresponding development/engineering reports.
2) Provide utility coordination services in connection with public, private, and city owned utility adjustments in preparation ‹›f construction projects.
3) Coordinate with various City departments and outside agencies as required.
4) Preparation of all plans and specifications for the design of utilities, roadways, and other corresponding facilities.

5) Provide engineering, design, and administrative services in connection with drainage improvement projects as defined in the City's Drainage Study and City-wide comprehensive drainage plan.
   - Prepare construction plans for drainage improvements
   - Gather essential field data and develop a preliminary plan for review by City Staff
   - Collect feedback from City Staff and prepare a report with recommendations and implementation schedules.
6) Provide engineering, design, and administrative services in connection with roadway improvement projects.
   - Gather essential field data and develop a preliminary plan for review by City Staff
   - Collect feedback from City Staff and prepare a report with recommendations and implementation schedule
   - Prepare roadway construction plans for infrastructure improvements
7) Provide traffic engineering, design, and administrative services in connection with the recommendations of the City-wide traffic infrastructure.
   - Perform an analysis of localized existing traffic system
   - Perform essential field studies and develop a preliminary report for review by City Staff
   - Collect feedback from City Staff and prepare plans with recommendations and implementation schedules.
8) Make appearances and/or presentations before City Administration, City Council and Mayor on an as-needed basis.
9) Provide real estate services in connection with right-of-way acquisition.
   - Appraisal Services — Consisting of reviewing property appraisals, preparation of appraisal reports. (However, the City reserves the right to contract directly with Appraisers independent of this contract and provide said appraisals and reports to the Right-Of-Way Consultant.)
   - Negotiation Services — Consisting of negotiating with property owners for the purchase of partial or full properties, right-of-way, easements, relocation and temporary construction easements (TCE's). Preparation of all letters and documents required including the offer letters, appraisal summary agreement for purchase, and other documents as required, including relocation. All negotiation services shall be in accordance with the State of Texas statutes and other applicable requirements, including, but not limited to review and approval by the City and by the State. Note: Plats, legal descriptions and deeds may be prepared by others.
   - Selected firm(s) must be licensed and/or certified in accordance with the Texas Appraisal Licensing and Certification Act, Occupations Code, Title 7 — Practices and Professions Related to Real Property and Housing, Subtitle A — Professions Related to Real Estate, Chapter 1103 — Real Estate Appraisers amended September 1, 2005, and any future amendment.
   - Make presentations(s) to City Staff, City Council, and/or to the public as needed basis.
10) Provide technical assistance with process issues as related to existing and proposed Utilities facilities. This is to include the evaluation of current, new or proposed regulations and their effect on operations, processes or operational modifications required due to changes in water quality/quantity or regulatory changes, changes in fiscal and economic factors and interactions with the Texas Commission on Environmental Quality.
11) Provide evaluation, design, bidding support, construction oversight, inspection, and construction testing services for any Utility Department project, whether new or rehabilitation. This is to include all

disciplines such as civil, mechanical, electrical, I&C and process control and all facets from evaluations of possible modifications through final acceptance of construction. This includes issues related to:

- Water distribution system, including elevated and ground storage tanks
- Sewage collection systems - gravity and pressure, lift stations, and force mains
- Water treatment processes
- Wastewater plant processes, including a MBR facility
- Pump stations and pressure maintenance facilities
- Raw water sources, both surface and ground
- Regulatory issues
- Environmental, safety, security and vulnerability assessments
- Computer models/GIS of water and/or wastewater issues
- Rate studies
- Municipal code revision
- Surveying, legal descriptions, and drawings
- Land and Easement negotiation, acquisition, and filing
- Direct Supervision, inspection and construction materials testing of construction projects
- Design Reports, plans, specifications, contract documents, and assistance with bidding
- Electrical and control wiring for equipment and process control
- Utility operations, training and manuals
- General compliance and permitting issues with State and Federal Agencies, including the TCEQ and USEPA
- Technical support for legal and financial issues
- Unique issues requiring the assistance of a Professional Engineer or related specialty technical personnel.

12) Advocacy and Relationship Building:

- Develop and implement a comprehensive advocacy strategy that aligns with the goals and priorities of the City of Midland
- Design a clear, actionable advocacy plan, outlining specific activities and measurable objectives to achieve success in policy and funding goals.
- Advise the City of Midland on emerging trends, opportunities, and risks related to our goals.
- Identify and foster opportunities for collaboration with other organizations, coalitions, or stakeholders that can strengthen our advocacy efforts.
- Offer strategic guidance on engaging with stakeholders and addressing potential challenges in the advocacy process.
- Provide expert advice on effective messaging, tactics, and engagement methods to ensure alignment with broader strategic goals.
    - Deliverables:
        - Comprehensive advocacy strategy document
        - Stakeholder engagement reports and meeting notes
        - Briefs, fact sheets, and other communication materials
        - Monthly progress reports and updates

        - Recommendations for collaborative opportunities or coalitions
    - Consultant Qualifications:
        - Proven experience in advocacy, public relations, or government relations (excluding lobbying roles).
        - Excellent communication, negotiation, and relationship-building skills.

13) Master Planning & Small Area Plans
    - Development of master plans and small area plans for critical growth areas within the City limits
    - Community master planning and needs assessments
    - Master planning services for redevelopment and revitalization efforts
    - Land use and development strategy planning
14) Zoning & Land Development Code Updates
    - Rewriting, revising, or developing zoning, subdivision, and other land use regulations
    - Development of a parkland dedication ordinance
    - Updating subdivision and plating procedures to align with state law and streamline the development process
    - Revising subdivision and plating regulations to improve the quality of neighborhood development
    - Ordinance development for mixed-use, infill, and other special districts
15) Comprehensive Planning & Policy Development
    - Community-wide comprehensive planning efforts
    - Long-term growth and infrastructure planning
    - Housing and neighborhood development strategies
    - Policy recommendations for equitable and sustainable development
16) Transportation & Mobility Planning
    - Local and regional thoroughfare planning
    - Corridor alignment and development studies
    - Multimodal transportation planning, including:
    - Pedestrian, bicycle, and transit design and planning
    - Streetscape design and urban design strategies
    - Parking and traffic impact studies
17) Urban Design & Placemaking
    - Streetscape and public space design
    - Urban form and design guidelines
    - Placemaking strategies for activity centers and mixed-use areas
18) PROGRAMMING - Administrate discussions to determine scope.
    - Conduct meetings with City Representatives for design input.
    - Gathering any existing records or documents that indicate existing conditions, these documents will need to be verified by on-site inspections of the premises. The extent of this effort shall be as in-depth and as extensive as is required and necessary to support the design effort.
19) SCHEMATIC DESIGN - Based on programming and other information provided by the owner, consultant shall review laws, codes and regulations applicable to the services rendered by the consultant and prepare one or two design options for presentation to the City. The consultant shall also provide a preliminary budget and work schedule to the City.

20) DESIGN DEVELOPMENT – Based on the owner's approval of the schematic design, the consultant shall prepare design development documents. These documents shall illustrate and describe the development of the approved schematic design and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems. The design development documents shall include an outline of specifications that identify major materials and systems and establish in general their quality levels.
21) CONSTRUCTION DOCUMENTS PHASE - Based on approved design documents and drawings, prepare for Owner approval, drawings and specifications setting forth in adequate detail the requirements for the construction of the project. Construction documentation shall include normal architectural, plumbing, mechanical and electrical engineering drawings and specifications. Provide all services necessary to review and verify the Texas Department of Licensing and Regulation (TDLR) guidelines to ensure compliance with Texas Accessibility Standards (TAS).
22) BIDDING PROCESS - Assist Owner in obtaining competitive bids for the project. Assist Owner in distribution of contract drawings, prepare addenda (if any), assist Owner in reviewing bids and contract negotiations.
23) CONSTRUCTION ADMINISTRATION - Represent Owner during construction phase for services on construction observation, review of submittal data and products, and contractor's pay requests, construction conferences, preparation of punch list and final out.

As mentioned, architectural firms may lead other consultants/engineers to include structural, civil, mechanical, electrical, plumbing, security, acoustic, interior design, lighting, data/telecommunication graphics, and related services which may be required in connection with planning, design of new buildings or renovations/additions of existing buildings. Special services may be requested as warranted by specific projects, including but not limited to, geotechnical engineering, land surveys, life/safety consulting; audio visual; physical and electronic security design; parking structure and parking structure design.

The Department of Airports are expected to include any or all of the following services by project phases below:

24) **Preliminary Phase** – activities required for defining the scope of a project and establishing preliminary requirements, which include:
    - Conferring with the sponsor on project requirements, finances, schedules, early phases of the project, and other pertinent matters and meeting with the FAA and other concerned agencies and parties on matters affecting the project.
    - Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural studies required for preliminary design considerations.
    - Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.
25) **Design Phase** – all activities required to undertake and accomplish a full and complete project design, including:
    - Conducting and attending meetings and design conferences to obtain information and coordinate or resolve design matters.
    - Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and architectural, engineering, and special environmental studies.

- Preparing necessary engineering reports and recommendations.
- Preparing detailed plans, specifications, and cost estimates.
- Printing and providing necessary copies of engineering drawings and contract specifications.

26) **Bidding/Negotiation Phase** – Assist the sponsor in advertising and securing bids, negotiating for services, analyzing bid results, including contractor compliance with Disadvantage Business Enterprise goals, furnishing recommendations on the award of contracts, and preparing contract documents.

27) **Construction Phases** – includes all basic services rendered after the award of a construction contract, including, but not limited to, the following:
    - Providing consultation and advice to the sponsor during all phases of construction.
    - Representing the sponsor at the pre-construction conference.
    - Inspecting work in progress periodically and providing relevant reports to the sponsor.
    - Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concepts.
    - Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment.
    - Preparing and negotiating change orders and supplemental agreements.
    - Observing or reviewing performance tests required by specifications.
    - Determining amounts owed to contractors and assisting sponsors in preparing payment requests for amounts reimbursable from grant projects and determining Disadvantaged Business Enterprise performance/goal achievement.
    - Making final inspections and submitting a report of the completed project to the sponsor.

28) **Special Services** – services outside the traditional scope of professional architect/engineer consulting services, which may be needed for a given project. Such services might be performed "in-house" or contracted under a subcontract agreement. These might include, but not be limited to, the following:
    - Soils investigations, including core sampling, laboratory tests, related analyses, and reports.
    - Detailed mill, shop, and/or laboratory inspections of materials and equipment.
    - Land surveys and topographic maps.
    - Field and/or construction surveys.
    - Photogrammetry surveys.
    - Onsite construction inspection and/or management involving the services of a full-time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project.
    - Special environmental studies and analyses.
    - Expert witness testimony in litigation involving special projects.
    - Project feasibility studies.
    - Public information and community involvement surveys, studies, and activities.
    - Preparation of as-built plans.
    - Assisting the sponsor in the grant preparation of necessary applications for local, state, and federal grants.
    - Preparation of updating the airport layout plan and ALP review of specific project consistency.
    - Preparation of property maps.
    - Construction management.
    - Preparation of a quality control plan.
    - Preparation of a final report.

29) QUALIFICATIONS SPECIFIC TO AIRPORTS:

The selected Consultant must possess the ability, experience, and reputation in the high-quality service necessary to produce high-quality and functional projects. The following qualifications must be met to ensure the engineer is capable of providing an acceptable level of service to the airport:

- Consultant must have extensive experience in the airport engineering process and the ability to direct, coordinate and prepare projects for Midland International Air & Space Port and Midland Airpark.
- Consultant must know federal requirements regarding the Airport Improvement grant process and all Federal Airport design requirements.
- Consultant must be properly licensed to perform professional architect/engineer services in the State of Texas.
- Consultant must carry adequate Professional Liability Insurance.

30) STATEMENT OF QUALIFICATION REQUIREMENTS SPECIFIC TO AIRPORTS:

Statements of Qualifications should be organized in the following format. Responses are limited to 12 pages maximum, including an Executive Summary. Elements listed under each part must be included in the submittal:

- Executive Summary: The Statements of Qualifications shall be prefaced by an Executive Summary of two (2) pages or less, which gives in brief, concise terms and a summation of the submittal.
- Required Experience: Describe the background and experience of the primary Consultant.
- Relevant Experience of Consultant: A brief summary of work accomplished by the Consultant or its present personnel in similar engagements at similar airports in the United States within the past three (3) years.
    - The summary must include the contact's name and number, where the work was performed, and the disciplines performed at each location. The summary shall include any unique problems, and the solutions thereto, as seen by the Consultant in performing the work at similar airports.

1.5 SELECTION:

The City will select up to fifteen (15) firms for on-call services to provide continuous services for two (2) years. The City will make its selection from those responding to this RFQ. If deemed necessary by the City, interviews with the firms deemed most qualified may be conducted. Once a selection is made of the most qualified firms, each chosen firm will be presented to the City Council for approval. Once approved, each firm will enter in a contract in preparation of being issued a Task Order for individual work.

Once work is assigned, the selected firm will be requested to submit a scope of work and proposed fee estimate to perform the specific services. If a mutually satisfactory agreement cannot be reached with the selected firm, negotiations will be terminated with that firm and the negotiation process will be initiated with another qualified firm. This process may be repeated until a mutually satisfactory agreement is reached.

The City maintains the right to terminate the selection process at any time if the City deems it is in the best interest of the City. At such time as an agreement is reached, City staff will make a recommendation to the City Council to execute a contract pursuant to the agreement and subject to the availability of funding. The City reserves the right to accept or reject any or all proposals and to accept, in the judgment of the Mayor and City Council, what are the most advantageous proposals.

1.6 WAIVER:

WAIVER OF CLAIMS ARISING FROM THE COMPETITIVE REQUEST FOR QUALIFICATION PROCESS OF AWARD OF CONTRACT

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER AGREES TO AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE CITY AND/OR THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY STATEMENT OF QUALIFICATIONS.

WAVIER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE STATEMENT OF QUALIFICATIONS OR THE CONTRACT DOCUMENTS.

ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATION.

1.7 AWARD OF CONTRACT.

By submitting a Statement of Qualifications, the submitter acknowledges that he or she understands all terms of the proposal documents and consents to the competitive selection process and the possibility of a negative assessment. By submitting a Statement of Qualifications, the submitter acknowledges and agrees that there was and is no disparity of bargaining power between the submitter and the City.

The submitter agrees that this is the intentional relinquishment of the above listed presently existing known rights.

1.8 WAIVER OF ATTORNEY FEES

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE CITY AND/OR ITS RESPECTIVE EMPLOYEES AND REPRESENTATIVES, FOR THE AWARD OF ATTORNEY FEES, ARISING OUT OF OR IN CONNECTION WITH THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY STATEMENT OF QUALIFICATIONS, WAIVER OF ANY REQUIREMENTS UNDER THIS RFP, ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATIONS, AND AWARD OF THE CONTRACT. BY SUBMITTING A STATEMENT OF QUALIFICATIONS, THE SUBMITTER SPECIFICALLY WAIVES ANY RIGHT TO RECOVER OR BE PAID ATTORNEY'S FEES FROM THE CITY OR ANY OF THE CITY'S EMPLOYEES AND REPRESENTATIVES UNDER ANY OF THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY

JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE, SECTION 37.001, ET SEQ., AS AMENDED).

The submitter agrees that this is the intentional relinquishment of a presently existing known right.

By execution and submission of a Statement of Qualifications under this RFQ, the submitter hereby represents and warrants to the City that the submitter has read and understands the RFQ and the Statement of Qualifications is submitted in accordance with this RFQ. The submitter acknowledges that it understands all terms within the proposal documents, which include the waiver provisions, and that it had the right to consult with counsel regarding all of the above documents.

This section shall not be construed as a Waiver of Sovereign Immunity.

1.9 SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

2. STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL

2.1 NUMBER OF COPIES OF THE SOQ NEEDED: An electronic copy in PDF format on Bonfire, or the provider shall provide one (1) hard copy and one (1) electronic copy in PDF format on Flash Drive of the SOQ submittal.

2.2 OFFICALS NOT TO BENEFIT: No City employee, City Council member or elected official shall be admitted to any share or part of this contract, or to any benefit that may arise there from.

2.3 REJECTION OF SOQs: The City reserves the right to reject any and all SOQs received as a result of this Request for Qualifications or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the City. The City does not intend to pay for the information solicited or obtained through any response.

2.4 INCURRING COSTS: The City is not liable for any cost incurred by the service provider prior to the issuance of a contract.

2.5 INQUIRIES: Questions regarding this RFQ must be submitted by emailing to purchasing@midlandtexas.gov or submitting through Bonfire. Questions and answers that change or substantially clarify the Request for Qualifications will be affirmed in writing on an Addendum through Bonfire. Consultants receiving the RFQ via Internet download should be certain to provide appropriate contact information utilizing the interactive form provided on the Internet site. Any inquiries relating to this RFQ must be received in writing with contact information and received no later than **12:00 PM Friday, June 6, 2025.**

Any necessary request for clarification, delineation, or explanation of a Firm's SOQ will be made in writing by the Director of Utilities, or other designated agent.

2.6 ADDENDA TO THE REQUEST FOR QUALIFICATIONS: In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all service providers who received the RFQ prior to the response date.

2.7 RESPONSE DATE: To be considered, SOQs must arrive through Bonfire electronically or at the issuing office or department no **later than 2:00 pm on Friday, June 11, 2025**. Service providers mailing SOQs should allow time for normal mail delivery to ensure timely receipt of their SOQ.

2.8 TYPE OF CONTRACT: The City uses its own professional services agreement in contracting professional services. The characteristics of that agreement include:

- 2.8.1 An indemnification provision holding the City harmless from negligence on the part of the professional, professional's employees, agents or consultants.
- 2.8.2 A requirement that the service provider comply with all Federal, State, and local requirements and is responsible for obtaining all applicable permits, licenses and reviews relating to the project.
- 2.8.3 A requirement that the service provider carry and show proof of comprehensive general liability insurance, including contractual liability and worker's compensation as required by law and the City of Midland.

2.9 ACCEPTANCE OF RFQ AND SOQ CONTENT: To be considered, service providers must submit a complete response to this Request for Qualifications. The contents of this RFQ and the SOQ of the selected service provider(s) and its sub-consultants may become contractual obligations, if a contract ensues. Each of the SOQs must have an original signature by an official authorized to bind the firms to its provisions. The service provider will make no other distribution of the SOQs.

2.10 SOQ PREPARATION/FORMAT: Each SOQ should be prepared providing a straightforward, concise description of the respondent's ability to meet the requirements of the RFQ. Emphasis should be on completeness and clarity of content. Failure to follow the format guidelines included herein shall be grounds for disqualification from consideration.

Each individual statement of qualification must not exceed a maximum of 7 pages in total length. Within those 7 total pages, the City of Midland asks each of the firms to place the following information:

(1.) Letter of Interest, (2.) Team's Organizational Chart (3.) Team's Introduction/Qualifications, (4.) Firm's Introduction of Project Manager and Team Leads, (S.) Project Manager's and Team Lead's project experience with municipal projects, (6.) Team's Staff Availability, and (7.) Conflict of Interest Questionnaire.

Resumes will be allowed to be placed in the back of the statement of qualifications as an appendix and will not count towards the maximum page count. Firms are reminded to assemble their statement of

qualifications in the order mentioned above to assist the RFQ Review Committee in grading each of the submittals.

A single-sided printed page will count as one (1) page. Font shall be Arial and size 12. The margins shall be 1" all around on letter size paper only. The page number shall be a header or footer (0.5" top or bottom).

2.11 ORAL PRESENTATION: None anticipated at this time.

2.12 PRIME CONSULTANT RESPONSIBILITIES: The selected service provider will be required to assume responsibility for all services offered in the Statement of Qualifications whether or not the service provider produces them. Furthermore, the City will consider the selected service provider to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

2.13 FEDERAL PROJECT REQUIREMENTS: In addition to other requirements and on occasion, the consultant will be asked to work on combined Federal/State/Local funded projects. On-call consultants may be required to provide qualifications (i.e. DBE team participation, EEO compliance, etc.) to perform work on these types of projects as needed. This is not mandatory that the on-call consultant possesses these types of qualifications to perform usual city funded work.

3. INFORMATION REQUIRED FROM SERVICE PROVIDER:

3.1 COVER CITATION: The following citation should be on the cover:

Submitted to: Erika Martinez

Purchasing Manager

City of Midland

300 N. Loraine

Midland, TX 79702

- Statement of Qualifications for: - 2025 Citywide On-Call Professional Services

- RFQ 25004091 -

- June 11, 2025 -

3.2 LETTER OF INTEREST: The transmittal letter must include the following:

- 3.2.1 Brief statement of understanding of the work to be performed and a positive commitment to perform the work in a timely manner.

- 3.2.2 Name of the contact person or representative of the firm, their title, address and phone number. State whether the contact person is authorized to bind the firm. If not, provide the name of the individual who is authorized to bind the firm.

3.3 TEAM'S ORGANIZATIONAL CHART: The respondent will provide information about the Team's organization through the use of a prepared chart. Include the names of the proposed Project Manager and key personnel to be committed to the Team.

3.4 TEAM QUALIFICATIONS: The respondents will provide a brief introduction of the firm(s) combined to make up the proposed team. Be sure to include:

- 3.4.1 The name and business address of the firm and principal who would be responsible for the work.

- 3.4.2 The contributing skill set provided by each Firm.

3.5 PROJECT MANAGER & TEAM LEADS INTRODUCTION: The respondent will provide a more in- depth introduction to the proposed Project Manager and the Team Leads. Provide a brief narrative on the Project Manager and the Team Leads to describe their education, professional licenses, years pf experience and expertise.

3.6 PROJECT MANAGER & TEAM LEADS WORK EXPERIENCE:

Include:

- 3.6.1 A list of municipal projects recently completed or under design by the PM and Team Leads of similar scope' to recent City of Midland projects with approximate construction costs and dates completed.

- 3.6.2 A list of references complete with names and phone numbers.

- 3.6.3 Describe how the referenced projects are similar in nature with City of Midland projects in terms of planning, development and infrastructure design.

3.7 TEAM MEMBER'S AVAILABILITY: The respondent will provide a more in-depth introduction of any sub-consultants proposed to be used. Provide a list of current project load and estimated availability in percentage (%).

3.8 CONFLICT OF INTEREST QUESTIONNAIRE: The respondent will provide a prepared and signed copy of a CIQ Form.

3.9 PREVIOUS LEGAL ACTIONS: The respondent will provide a list of legal actions within the past five (5) years the firm, subcontractors or project team have been associated with, related to the Services Required in Section 1.5.

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS

THIS AGREEMENT is made and effective the ___day of ____ 20____, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, _____ hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, planning services, and services provided in connection with the aforementioned services on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is

prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $250,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed $1,200,000 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be two years. CITY, in CITY's sole discretion, shall have the right to renew this Agreement for up to two additional one-year terms by providing written notice to COMPANY of CITY's desire to renew the Agreement not later than 60 days prior to the end of the then-current term.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the Agreement without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The

parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

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

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

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

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such

independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

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

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

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

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

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

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

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

ARTICLE X. ATTORNEY FEES

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

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

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

the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

If to COMPANY:_____
_____
_____
_____

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

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

E. Use of Language. Words in the singular shall be held to include the plural, unless the

context otherwise requires.

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

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

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

K. Compliance. COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

L. Anti-Boycott Statutes. To the extent that Sections 2271.002, 2274.002, and 2276.002 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;
- 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 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 is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the

provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

ARTICLE XV. INDEMNITY

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY

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

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

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

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, Interim 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 foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

EXHIBIT A

TASK ORDER NO. _

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20___, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ___
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20___.

CITY OF MIDLAND, TEXAS	_____
"CITY"	"COMPANY"
BY: _____	BY: _____
NAME: Tommy Gonzalez	NAME: _____
TITLE: City Manager	TITLE: _____
ADDRESS: P.O. Box 1152	ADDRESS: _____
Midland, TX 79702	_____

City Council Meeting

Item Number: 13

Meeting Date: May 13, 2025

To: City Council / City Manager

From: Britton Murry, Planner

Subject: MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF SHERIFF GARY PAINTER SUBDIVISION, BEING A 236.34-ACRE TRACT OF LAND OUT OF THE EAST HALF OF SECTION 4, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST COUNTY ROAD 110 AND SOUTH COUNTY ROAD 1140) (DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Recommended Planning and Zoning Commission Action:

_X_ **Approve** _____ **Deny** _____ **Directional/Informational**

Details of Request:

Parkhill, on behalf of Midland County, is requesting to plat a 236.34-acre tract of land located at 2214 South County Road 1140 into 5 lots for the development of a new Midland County jail facility, as well as a new water treatment facility for the Midland County Utility District.

Current Zoning:

ETJ, Extraterritorial Jurisdiction.

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

ETJ, no jurisdiction

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Okay as shown. [For Applicant's Information Only.]

ROW: Refer to transportation's comment's. [For Applicant's Information Only.]

PAVING: S CR 1140 roadway is not built to City Standards, construct to City standards for entire platted frontage or request a deferral. E CR 110 roadway is not built to City Standards, construct to City standards for entire platted frontage or request a deferral. [For Applicant's Information Only.]

WATER: None existing. Construct water to City standards along the entire platted frontage, or request a deferral based on located in the South Midland Utility District. [Reference City Code Section 11-2-3(G)1 & 11-2-4(A)2(a)]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant's Information Only.]

PRO RATA: None. [For Applicant's Information Only.]

SEWER: None existing. Construct wastewater to City standards along entire platted frontage, or request a deferral at preliminary. [Reference Midland City Code Sect. 11-2-3(G)1 & 11-2-4(A)2(a)]

DRAINAGE: Drainage report is required during the preliminary stage of the platting process. Correct FEMA Firm data to be on plat face. Correct FEMA number shows 0207F & 0226F. [Reference Midland City Code 11-2-3(D)8]

EASEMENTS: All utility easement will need to be labeled MCUDD and not COM utility easement.

SIDEWALKS: Required at building permit. However, no city building permits are issued within the county. No sidewalk improvements needed at this time. [For Applicant's Information Only.]

TRANSPORTATION: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.] No objections to plat. [For the Applicant's information only.]

FIRE: (Approved)

No comments or objections.

OIL AND GAS: (Approved)

No Oil & Gas issues.

GIS: (Approved)

Distances needed along west call. Distance on east portion of Lot 3 should be split. Please provide acreage of ROW being dedicated. "being a portion of that certain...." is not necessary in the legal description but do include that plat is in the County.

PUBLIC WORKS: (Approved)

They will need a get a driveway permit to attach to the county road.

CRMWD: (Approved)

We do not have any comments on this plat.

HEALTH DEPARTMENT: (Approved)

The plat show a public sewer line (easement) proposed on the plat, so no need for a septic system on this plat.

PLANNING: (Approved with Conditions)

This plat is greater than 25 acres; therefore, approval from Council is required. [Midland City Code 11-2-3(D)11(a)6]

Have your legal description reflect the one that I provided [Informational]

Label the Blocks on the Plat [Midland City Code 11-2-3(D)4(h)]

Label the Acknowledgment as “Acknowledgment” [Informational]

Staff recommends approval of the Preliminary Plat of Sheriff Gary Painter Subdivision, subject to the following conditions.

Conditions:

A. **All certificates must be written as detailed in Section 11-2-3 Platting Procedures by Final Plat submittal. [11-2-3(H)3(m)(1)]**

B. **Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]**

C. Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; [11-2-3(D)11(a)(6)].

D. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]

Attachments:

Application
Preliminary Plat
Location Map
Aerial
PowerPoint Presentation

MIDLAND Planning Division

Preliminary Plat Application

Project Number: SUB-24-0799

Case Number: P.25-0243

Proposed Subdivision Plat Name: Sheriff Gary Painter Subdivision

Legal Description (attached sealed Metes and Bounds): Being a plat of 237.31 acres out of Section 4, Block 38, T-2-S, T.&P. RR. Co. Survey, Midland County, Texas

Property Owner Printed Name: Midland County		Phone (432) 638-7698 Email Aavis@mcounty.com	
Address 500 N Loraine, 11th floor	City Midland	State Tx	Zip 79701

Developer *(if different than Owner)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Representative *(if acting as Agent, see affidavit on page 2)* Firm: Parkhill Printed Name: Josh Wallender Parkhill Proj#: 42380.23		Phone (432) 697-1447 Email Midlandplats@parkhill.com	
Address 1700 W. Wall Street	City Midland	State TX	Zip 79701

Current Zoning: None - Located in ETJ

Reason for Platting: Redevelopment of area into more usable area

Plat Information	Total Acreage:	237.31 Acres

Type: ☐ Single-Family Residential ☐ Multi-Family Residential
☐ Commercial ☑ Extraterritorial Jurisdiction (ETJ)

Number of Lots: 4 | Number of Multi-family Dwelling Units:

Submittal and Fees

Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development Agreement

Do you expect to request a development agreement with the City? ☐ Yes ☐ No

If yes, contact the City Engineer at (432) 685-7286

Provisions

A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved,*** or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature *(by property owner only – authorized agent must sign affidavit below)*

Property Owner (signature) _____ Date: 4-8-25

Property Owner (printed): TERRY JOHNSON

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Josh Wallender who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or is authorized by Midland County 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 4 day of April, 20 25, to certify which witness my hand and seal of office.

AMY LEWIS
Notary Public, State of Texas
Comm. Expires 10-16-2026
Notary ID 131761985

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ 1 Copy of Dimensioned Plat	☑ Plat in Digital Format (PDF/JPEG)
☐ Application Fee	☑ 1 Copy of Plat (11x17)	
Check # Invoice		

RECEIVED
APR 9 2025

Received By: _____ Date: _____

Initial: _____

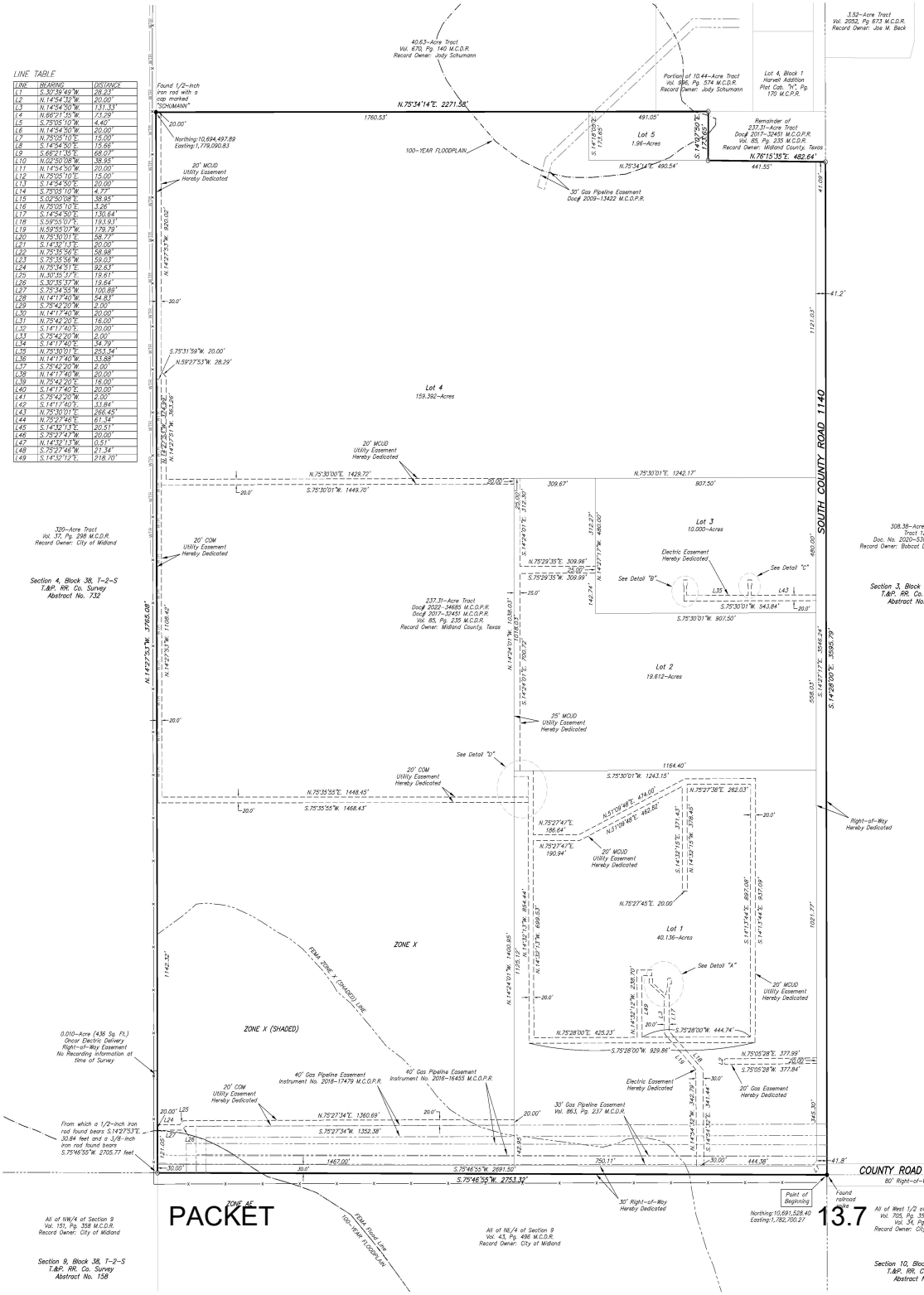
****Application will not be considered for scheduling until reviewed by a planner.****

SHERIFF GARY PAINTER SUBDIVISION

Being a plat of 236.34 acres in Section 4, Block 38, T-2-S, T.&P. RR. Co. Survey, Abstract No. 732, Midland County, Texas, being a portion of that certain 237.31-acre tract recorded in Document No. 2022-34685 of the Official Public Records of Midland County, Texas.

0' 200' 400'

Original Scale: 1" = 200'



OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, MIDLAND COUNTY is the record owner of a tract of Land located in Section 4, Block 38, T-2-S, T.&P. RR. Co., Abstract No. 732, Midland County, Texas and more particularly described, shown on the plat hereon.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS :

That we, MIDLAND COUNTY, do hereby adopt this plat designating the herein above described property as SHERIFF GARY PAINTER SUBDIVISION to the County of Midland, Texas, and we do hereby dedicate to the public use forever the streets and easements shown thereon.

WITNESS our hands at Midland, Texas, this the _____ day of _____.

By: _____
Andrew Avis Public Works Director

STATE OF TEXAS :
COUNTY OF MIDLAND :

This instrument was acknowledged before me on _____ by Andrew Avis on behalf of Midland County.

_____
Notary Public Signature

CERTIFICATE OF APPROVAL

For approval by the commission:

This is to certify that the above and foregoing plat of SHERIFF GARY PAINTER SUBDIVISION was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas, on this the _____ day of _____.

_____ Chairman – Abraham Beji

_____ Secretary – Landon Ochoa

UTILITY COMPANY'S CERTIFICATE

This plat has been checked for accessibility of utilities.

_____ Oncor Electric Delivery Service (PLEASE PRINT)

_____ AT&T Texas (PLEASE PRINT)

_____ Atmos Energy (PLEASE PRINT)

_____ Optimum (PLEASE PRINT)

_____ Astound Broadband (PLEASE PRINT)

SPECIAL STATE PLANE COORDINATE NOTE

Bearings, coordinates, distances and areas are relative to the Texas State Plane Coordinate System (Central Zone1983 NAD) with a combined grid factor of 0.99990616 and a theta angle equal to -0°51'02.6" at a 1/2-inch iron rod with a plastic cap marked "PSC CONROL",said control point having the following coordinates: NORTHING = 10,694,268.73 and EASTING = 1,784,521.00 in U.S. Survey Feet. All distances are grid and areas are calculated based upon grid distances.

FLOOD ZONE INFORMATION

Based on the U.S. Department of Housing and Urban Development, Federal Insurance Administration Flood Hazard Boundary Map, Community Number 481239, Map Number 48329C0226F, Panel 226 of 525, revised September 16, 2005, portions of the surveyed property ARE located in a Special Flood Hazard Area. According to the map, the current flood zone classification for the surveyed property is Zone A and Zone X.

SURVEYOR CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS

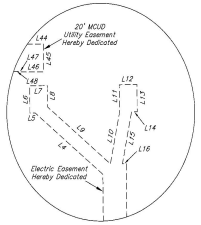
That I, Franklin Leamons, a Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land on _____, 2025 and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision 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. RELEASED FOR REVIEW 4-9-2025.

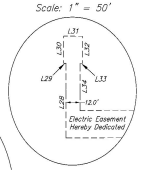
_____ Franklin Leamons, R.P.L.S. #6889

_____, 2025 Date:

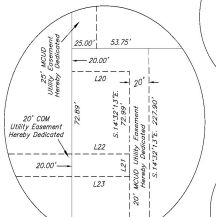
DETAIL "A"
Scale: 1" = 50'



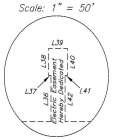
DETAIL "B"
Scale: 1" = 50'



DETAIL "D"
Scale: 1" = 60'



DETAIL "C"
Scale: 1" = 50'



PLAT FILED FOR RECORD MIDLAND COUNTY, TEXAS

NO. _____

DATE _____

PLAT NOTES:

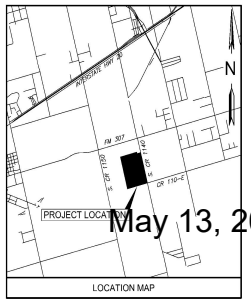
1. Selling a portion of this addition by metes and bounds may be a violation of City ordinance and state law and subject to fines and withholding of utilities and building permits.
2. Approval of a site plan by the City of Midland may be required before these lots may be developed or before a building permit may be obtained.
3. 1/2" iron rod with plastic cap set at each corner unless otherwise specified.
4. Initial impact fees will be assessed during the final platting process. Implementation and collection of impact fees will take place during the building permit process. Additional impact fees or increases in fees may not be assessed against the tract unless the number of service units to be developed on the tract increases.

LEGEND:

- ● = Found Monument.
- ○ = Set 1/2" iron rod with a plastic cap marked "PARKHILL, RPLS 6889"

M.C.D.R. = Midland County Deed Records
M.C.O.P.R. = Midland County Official Public Records
M.C.P.R. = Midland County Plat Records

- = Plat Limits Boundary Line
- = Tract/Deed/Plat Adjoiner Lines
- = Section/Abstract Line
- = Existing Easement Line
- = Proposed Easement Line



OWNER

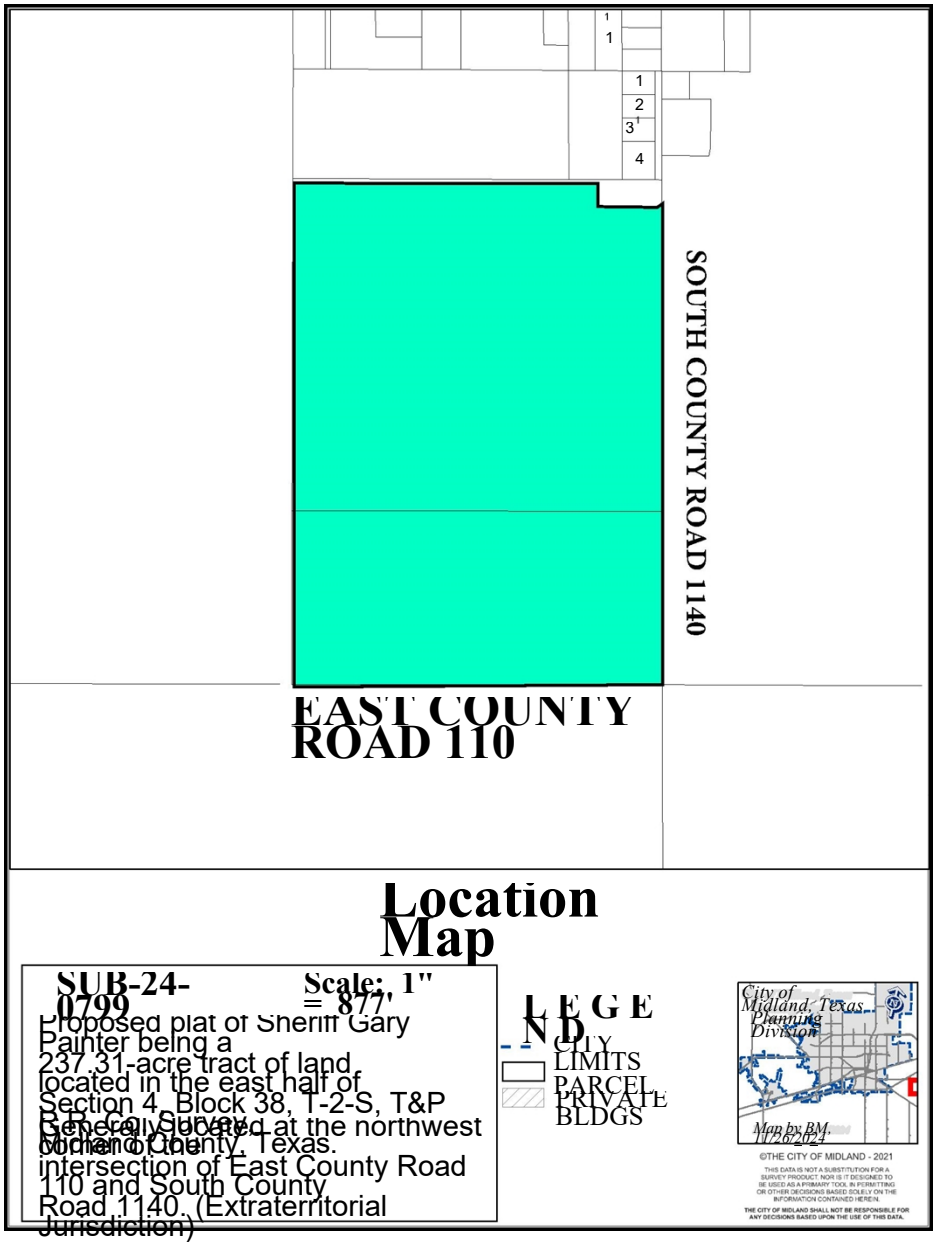
MIDLAND COUNTY
500 N. LORAINE, 11TH FLOOR
MIDLAND, TEXAS 79701
432.742.7370

ENGINEER:

PARKHILL
1700 WEST WALL STREET, SUITE 100
MIDLAND, TEXAS 79701

SHERIFF GARY PAINTER

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091


1
1
2
3
4
SOUTH COUNTY ROAD 1140
EAST COUNTY ROAD 110
Location Map
SUB-24-0799
Scale: 1" = 877'
Proposed plat of Sherri Gary Painter being a 237.31-acre tract of land located in the east half of Section 4, Block 38, T-2-S, T&P RR Co Survey, Midland County, Texas. Generally located at the northwest corner of the intersection of East County Road 110 and South County Road 1140. (Extraterritorial Jurisdiction)
LEGEND
CITY LIMITS
PARCEL
PRIVATE BLDGS
City of Midland, Texas Planning Division
Map by BM 4/26/2024
©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



MIDLAND
Be the Energy!

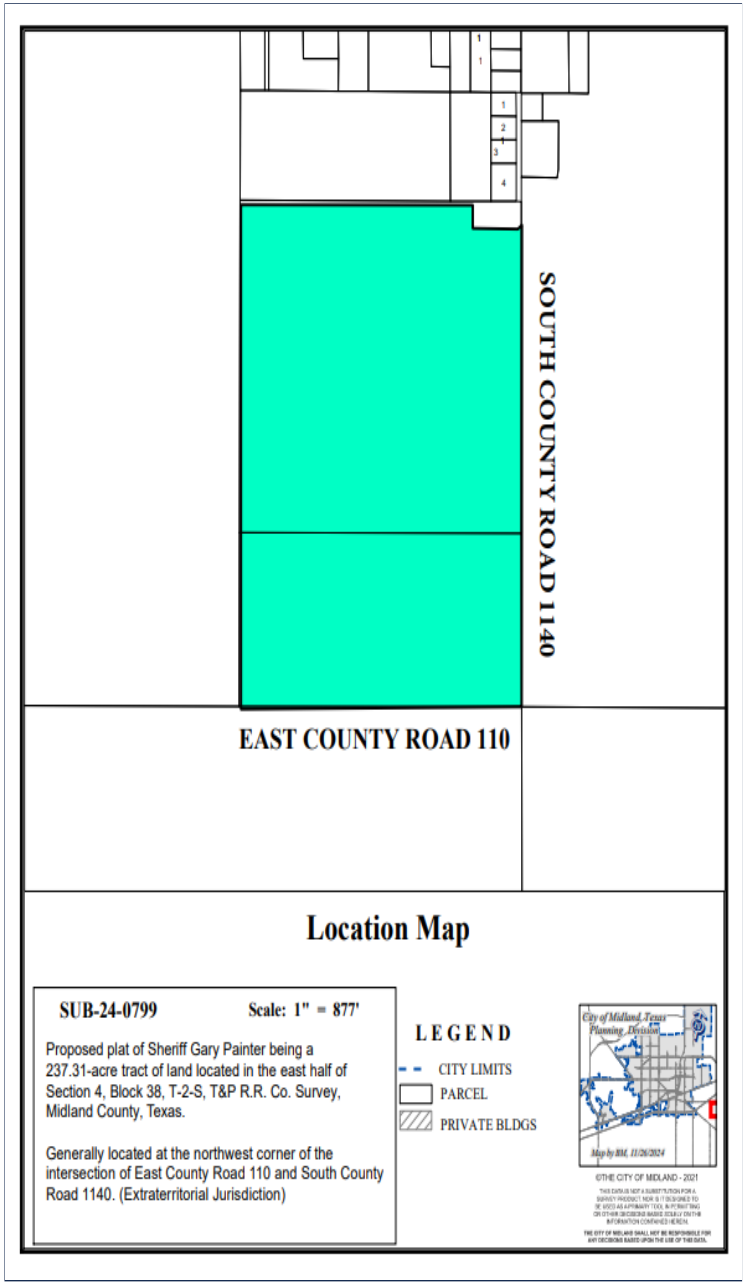
SHERIFF GARY PAINTER SUBDIVISION

PRELIMINARY PLAT

Visit Our Website
MIDLANDTEXAS.GOV

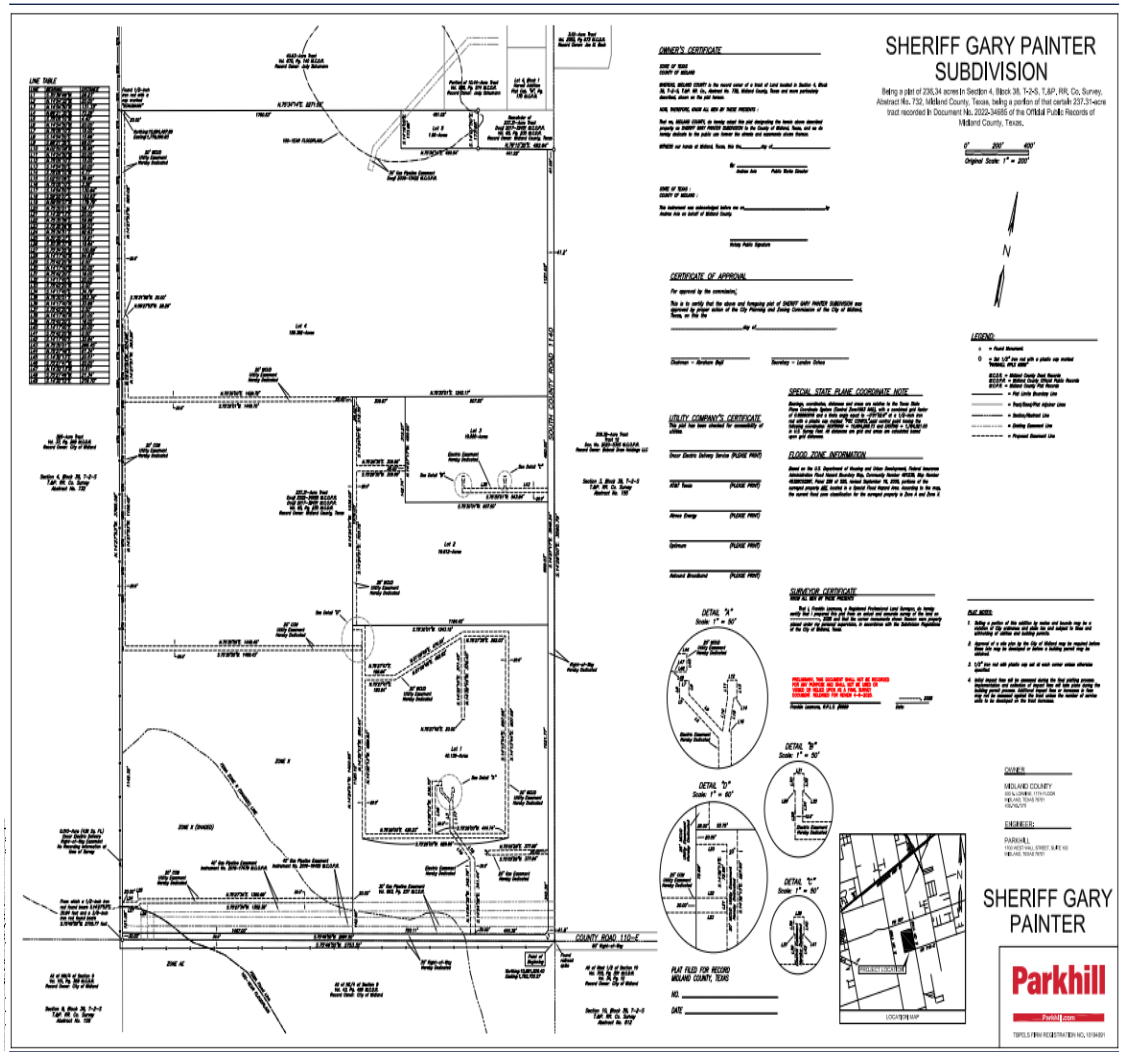
APPLICATION SUMMARY

- **Property Owner & Developer:** Midland County
- **Representative:** Josh Wallender, with Parkhill
- **Application Type:** Preliminary Plat
- **Address:** 2214 South County Road 1140 (ETJ)



PLAT DETAILS

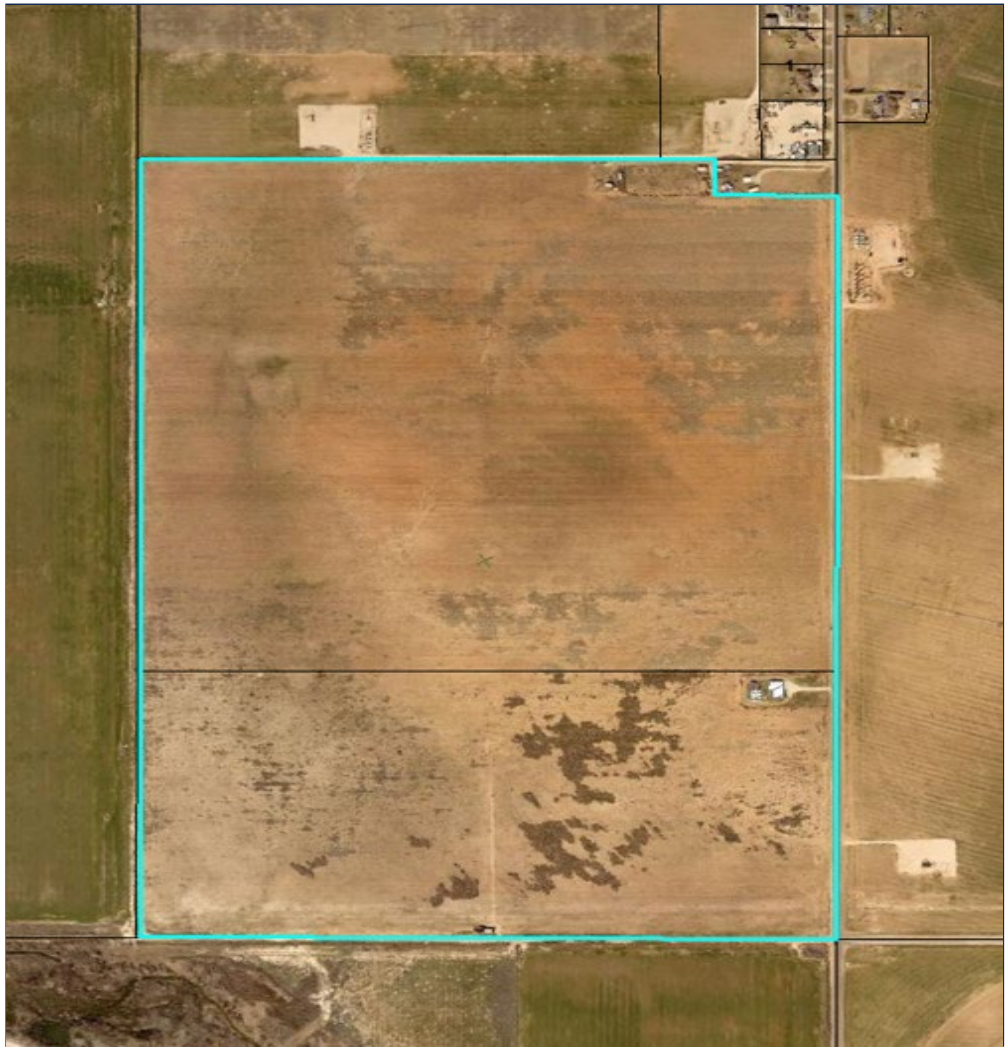
- **Acreage:** 236.34-acres
- **Number of lots:** 5 lots
- **Reason for Request:** For the development of a jail and water treatment facility



MIDLAND
Be the Energy!

LAND USE

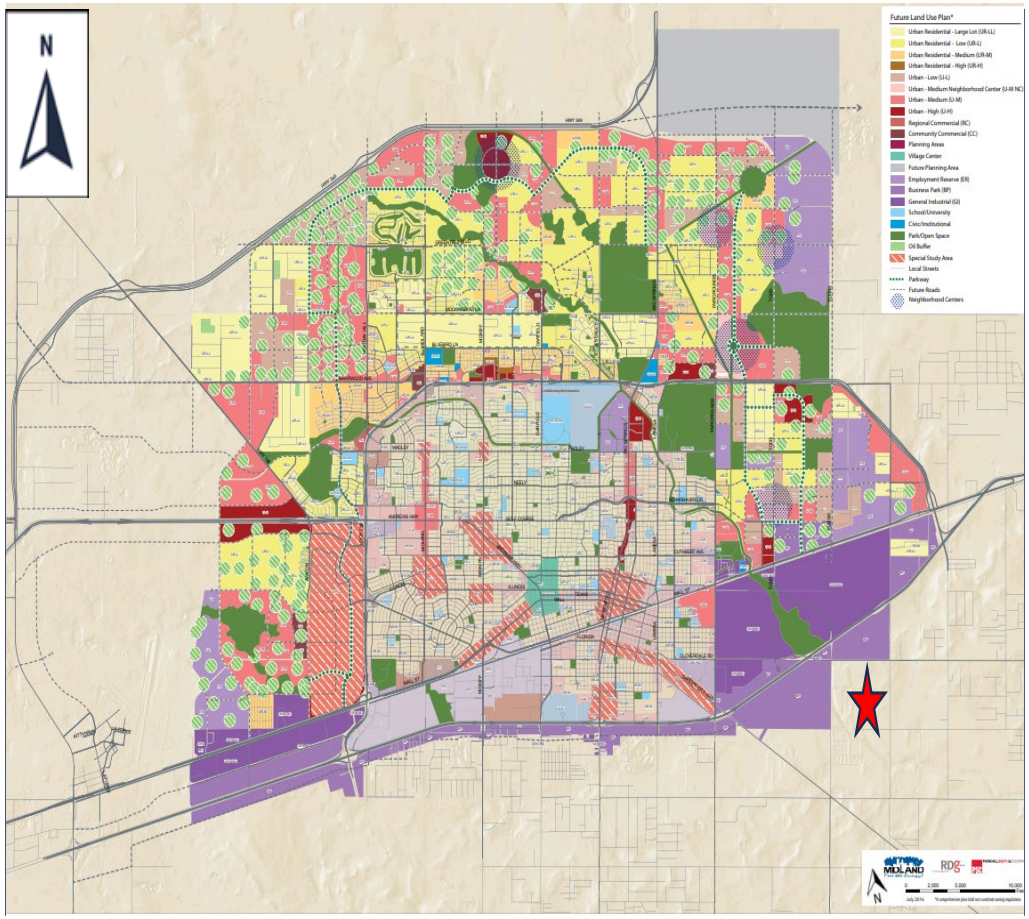
- **Current Use:** Vacant
- **Proposed Use:** Jail and Water Treatment Facility
- **Surrounding Uses:**
  - **North:** Commercial Businesses
  - **South/East/West:** Vacant



MIDLAND
Be the Energy!

COMPREHENSIVE PLAN ANALYSIS

- **TCT Land Use Designation:**
  - Not designated



RELATED ITEMS

- The Planning and Zoning Commission Approved of this request on May 5, 2025.



STAFF RECOMMENDATION

- Staff recommends **APPROVAL** of the preliminary plat of Sheriff Gary Painter Subdivision subject to the following conditions.

A. All certificates must be written as detailed in Section 11-2-3 Platting Procedures by Final Plat submittal. [11-2-3(H)3(m)(1)]

B. Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]



STAFF RECOMMENDATION

C. Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; [11-2-3(D)11(a)(6)].



STAFF RECOMMENDATION

D. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]



MISSION

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



City Council Meeting

Item Number: 14

Meeting Date: May 13, 2025

To: City Council / City Manager

From: Madelim Jaquez, Planner

Subject: MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF SOUTHWEST CROSSING, SECTION 22, BEING A PLAT OF A 27.86-ACRE TRACT OF LAND OUT OF SECTION 12, BLOCK 40, T-2-S, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF CHOLLA ROAD, APPROXIMATELY 845 FEET WEST OF ANTELOPE TRAIL) (COUNCIL DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Parkhill is requesting to plat a property generally located on the north side of Cholla Road, approximately 845 feet west of Antelope Trail, to create one lot for warehousing/distribution.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

BP, I-20 Business Park District, in part, and PD, Planned Development District for shopping center, in part.

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Okay as shown. [For Applicant’s Information Only.]

ROW: Refer to transportation's comments, if any. [For Applicant’s Information Only.]

PAVING: County road, west of tract is sub-standard, construct to City Standards for entire platted frontage. For the county road it is required to construct the full street with curb and gutter. The remainder of Cholla road is sub-standard, construct to City Standards for entire platted frontage. For Cholla road, the developer only needs to construct the remaining portion of Cholla rd. on their side of the street with curb and gutter. [Reference City Code Section 11-2-6(B)1] Or request a deferral for the timing of the public improvements. W I-20 Frontage road is TxDOT facility, built and maintained by TxDOT, no improvements required. [For Applicant’s Information Only.]

WATER: 12” water exists west of tract, okay as is. 12” water exists in Cholla Street, okay as is. 12” water exists north of tract, okay as is. No public water improvements required. [For Applicant’s Information Only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant’s Information Only.]

PRO RATA: None. [For Applicant’s Information Only.]

SEWER: Extend wastewater main down Cholla, covering the plats public frontage. Or request a deferral for the timing of the public improvements.

DRAINAGE: Drainage report has been submitted and it's currently under review. [For Applicant’s Information Only.]

EASEMENTS: Show existing and proposed. [For Applicant’s Information Only.]

SIDEWALKS: Required with building permit. [For Applicant's Information Only.]

DIMENSION: * * * OTHER: * * *

TRANSPORTATION: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.]

No objections to plat. [For the Applicant's information only.]

FIRE: (Approved)

No comments or objections.

OIL AND GAS: (Approved)

No Oil & Gas issues

GIS: (Approved)

Plat does not conform to property corners along northern boundary of plat or 2011-23417. Please confirm.

Please make dedication line solid.

Label Oncor easement that is within plat boundaries.

Provide the distances for the north and south portion of Acacia Dr.

The proposed street name of "Acacia Drive" cannot be used. It is in use for a subdivision being recorded.

CRMWD: (Approved)

We do not have any comments on this plat.

HEALTH DEPARTMENT: (Approved)

The plat shows a public sewer line, so no need for a septic system on this plat.

PLANNING: (Approved with Conditions)

Legal description should read "Being a plat of a 27.86-acre tract of land out of Section 12, Block 40, T-2-S, City and County of Midland, Texas. [Informational]

Staff recommends approval of the Preliminary Plat of Southwest Crossing, Section 22 subject to the conditions below.

Conditions:

A. **Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]**

B. **Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]**

Attachments:

Application
Preliminary Plat
Maps
PowerPoint Presentation.

City Manager's Office

MIDLAND
Planning Division

Preliminary Plat Application

Project Number: SUB-25-0827

Case Number: P-25-2244

Proposed Subdivision Plat Name: Southwest Crossing, Section 22

Legal Description (attached sealed Metes and Bounds): Being a plat of 29.24 acres in Section 12, Block 40, T-2-S, City and County of Midland, Texas.

Property Owner Printed Name: Kenneth Huseman Family Partnership. L.P.		Phone ( ) Email jonathan.v.huseman@gmail.com	
Address P.O. Box 2309	City Granbury	State TX	Zip 76048

Developer *(if different than Owner)* Printed Name: BH DevCo		Phone ( ) Email THammer@bhdevco.com	
Address 2425 E. Camelback Rd, #220	City Phoenix	State AZ	Zip 85016

Representative *(if acting as Agent, see affidavit on page 2)* Firm: Parkhill Printed Name: Logan Derise (PROJ # 44438.24)		Phone (432) 697-1447 Email jwallender@Parkhill.com	
Address 1700 West Wall, Suite 100	City Midland	State Texas	Zip 79701

Current Zoning: BP, I-20 Business Park ; PD, Planned Development

Reason for Platting: Property development

Plat Information	Total Acreage:	27.86 acres
Type: ☐ Single-Family Residential ☐ Multi-Family Residential ☒ Commercial ☐ Extraterritorial Jurisdiction (ETJ)		
Number of Lots: 1	Number of Multi-family Dwelling Units: N/A	

Submittal and Fees

Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development Agreement

Do you expect to request a development agreement with the City? ☐ Yes ☒ No

If yes, contact the City Engineer at (432) 685-7286

Provisions

A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved,*** or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature *(by property owner only – authorized agent must sign affidavit below)*

Property Owner (signature): DocuSigned by: 8EEA2DC96ADB4D1... Date: 4/9/2025

Property Owner (printed) : Jonathan Huseman

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Logan Derise who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or is authorized by Midland County 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.

Logan A. Derise
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 9 day of April, 2025, to certify which witness my hand and seal of office.

AMY LEWIS
Notary Public, State of Texas
Comm. Expires 10-16-2026
Notary ID 131761985

Amy Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ 1 Copy of Dimensioned Plat	☐ Plat in Digital Format (PDF/JPEG)
☑ Application Fee	☐ 1 Copy of Plat (11x17)	
Check # invoiced		

RECEIVED
APR 9 2025

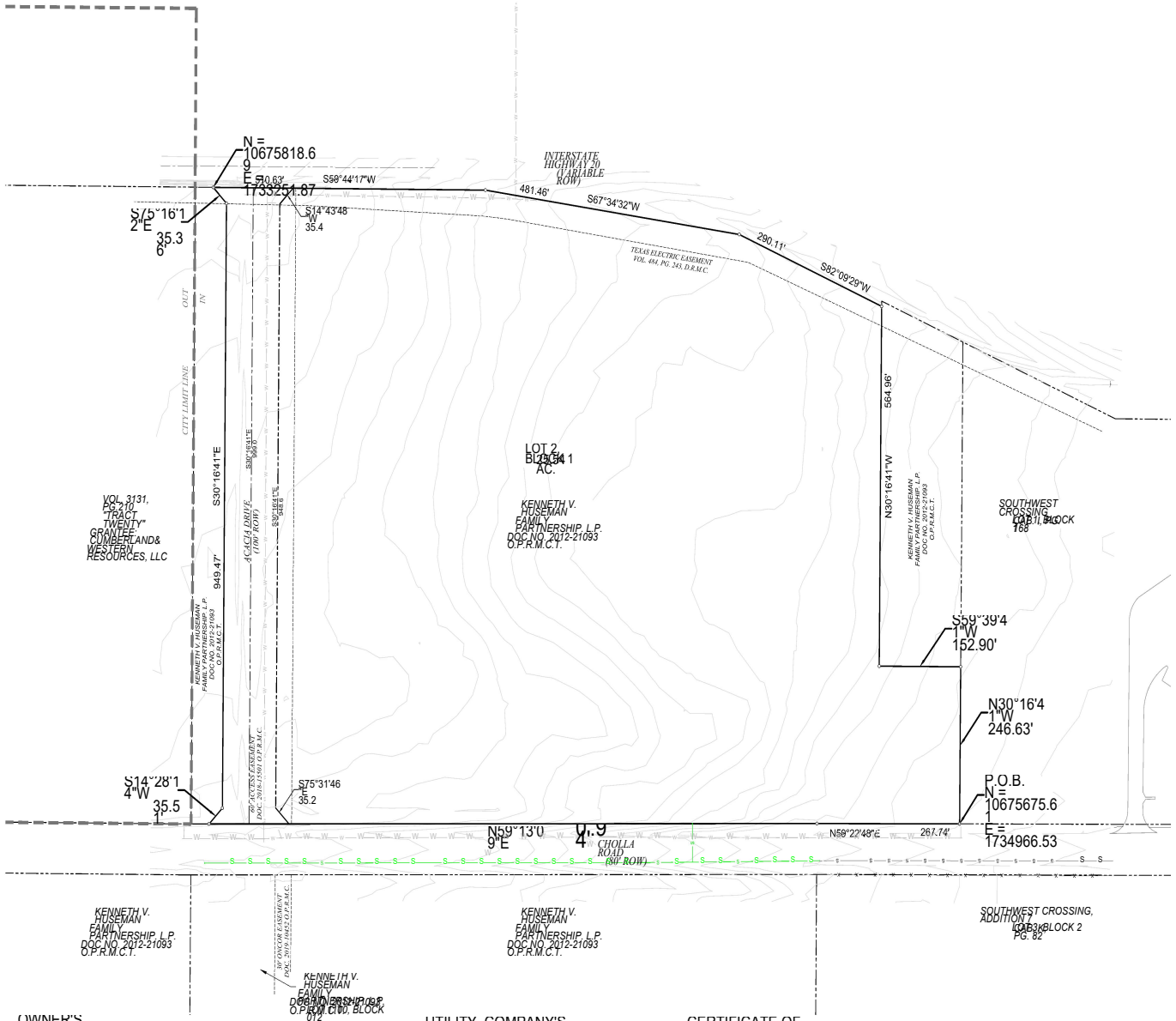
Received By: Bealey Duzel Date:

Initial: _____

****Application will not be considered for scheduling until reviewed by a planner.****

PRELIMINARY PLAT
SOUTHWEST CROSSING SECTION 22

Being a Plat of 27.86 Acres in Section 12, Block 40, T-2-S, City and County of Midland, Texas



SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS

I, [illegible], 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.

R.P.L.S. #XXXX

N

0 100' 200'

LEGEND

- City Limits
- Reposed Plat Limits
- Reposed Street ROW
- Reposed Center Line Road
- Existing Lot Lines
- Existing Easements
- Existing Sewer Line
- Existing Water Line
- Existing 1' Contours
- Reposed Sewer Line

PLAT 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 utilities and building permits by the City of Midland may be required before these lots may be developed or before a building permit may be obtained.
3. All corners will be set with plastic cap set at each corner unless otherwise specified.
4. Initial impact fees will be assessed during the final platting process. Implementation and collection of impact fees will take place during the building permit process. Additional impact fees or increases in fees may not be assessed against the tract unless the number of service units to be developed and/or proposed development exceeds the number of service units shown on this plat.
5. According to the U.S. Department of Housing and Urban Development, Federal Insurance Administration Flood Hazard Boundary Map, community number 480477, sheet number 48329C0184F, revised September 16, 2005, the surveyed property is not located in a special flood hazard area according to the map. The flood zone classification for the surveyed property is Zone X.

SPECIAL STATE PLANE COORDINATE NOTE

Bearings, distances and coordinates are relative to the Texas State Plane Coordinate System (Central Zone1983 NAD) , with a combined grid factor of 0.9998958 for mean project datum. The theta angle is equal to -00°54'48.39" at USC&GS station "Midland", with published values of N=10,690,154.70 and E=1,746,696.78 in U.S. Survey Feet.

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, KENNETH HUSEMAN FAMILY PARTNERSHIP, L.P. is the record owner of 27.86 Acres of Land Located in Section 12, Block 40, T-2-S, City and County of Midland, Texas and more particularly described hereon, now therefore,

KNOW ALL MEN BY THESE PRESENTS :

That we, KENNETH HUSEMAN FAMILY PARTNERSHIP, L.P. do hereby adopt this plat designating the herein above described property as SOUTHWEST CROSSING SECTION 22 to the City and County of Midland, Texas, and we do hereby dedicate to the public use forever the streets and alleys shown thereon of

WITNESS MY HAND, at MIDLAND, Texas, this the ____ day of _____.

By: Jonathan Huseman, Manager

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the ____ day of _____, by Jonathan Huseman, Manager of KENNETH HUSEMAN FAMILY PARTNERSHIP, L.P.

Notary Public Signature

UTILITY COMPANY'S CERTIFICATE

This plat has been checked for accessibility of utilities.

Oncor Electric Delivery Service (PLEASE PRINT)

AT&T Texas (PLEASE PRINT)

Atmos Energy (PLEASE PRINT)

Optimum (PLEASE PRINT)

Astound Broadband (PLEASE PRINT)

CERTIFICATE OF APPROVAL

For approval by the Commission:

This is to certify that the above and foregoing plat of SOUTHWEST CROSSING, SECTION 22 was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas on the ____ day of _____.

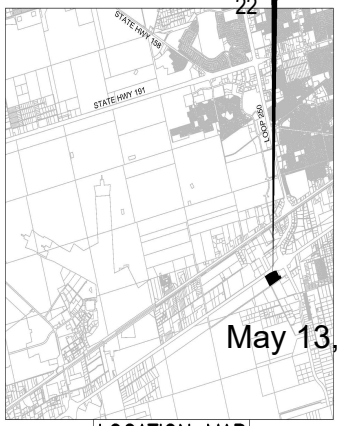
Chairman - Abraham Bejil

Secretary - Landon Ochoa

PLAT FILED FOR RECORD MIDLAND COUNTY, TEXAS

DATE _____

SOUTHWEST CROSSING SECTION 22



LOCATION MAP

OWNER
KENNETH HUSEMAN FAMILY PARTNERSHIP, L.P., a Texas limited partnership
By: Huseman Management, LLC, a Texas limited liability company, its general partner
By: Jonathan Huseman, Manager
1700 W Wall St., #100
Midland, Texas 79701
(432) 697-1448

DEVELOPER
BR DevCo
2425 E Camelback Rd, #220
Phoenix, Arizona 85016

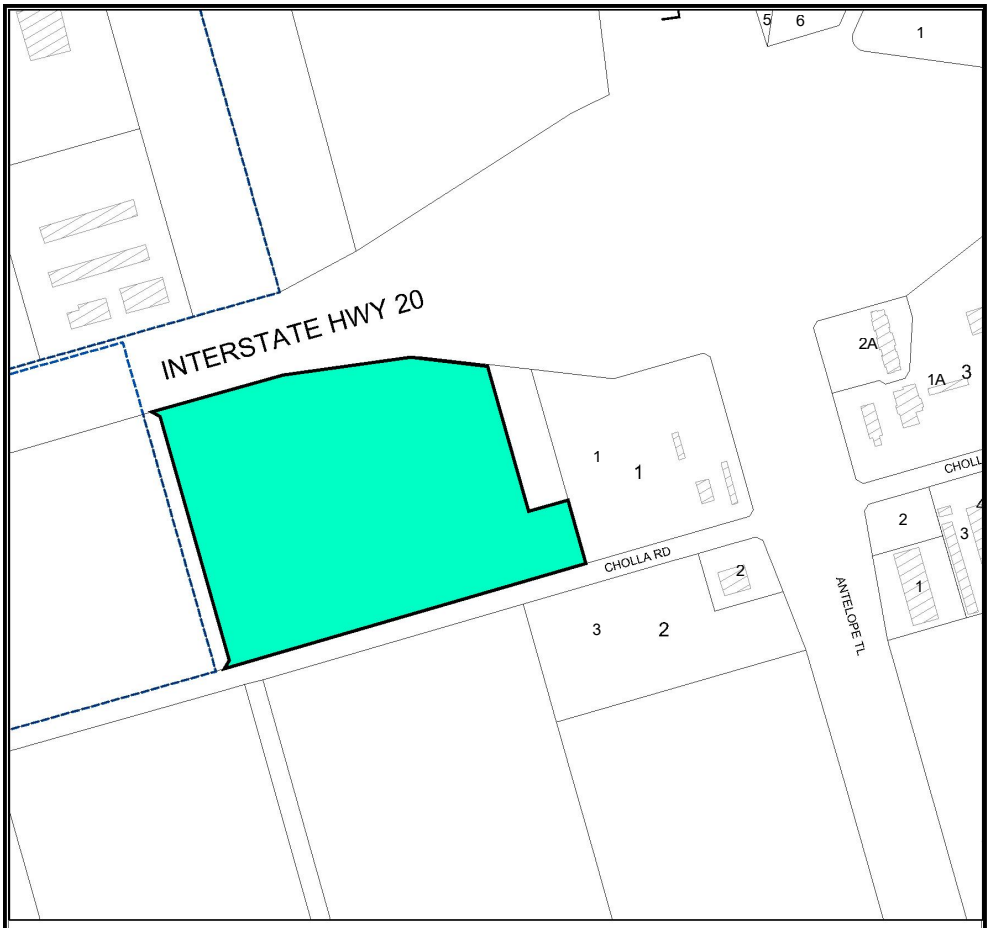
ENGINEER
Parkhill
1700 W Wall St., #100 Midland, Texas 79701
(432) 697-1448

PACKET 14.7

May 13, 2025

Parkhill

TBPELS FIRM REGISTRATION NO. 10194091



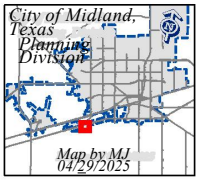
Location Map

SUB-25-0827 **Scale: 1" = 465'**

Proposed plat of Southwest Crossing, Section 22, being a plat of a 27.86-acre tract of land out of Section 12, Block 40, T-2-S, City and County of Midland, Texas, generally located on the north side of Cholla Road, approximately 845 feet west of Antelope Trail. (Council District 2)

LEGEND

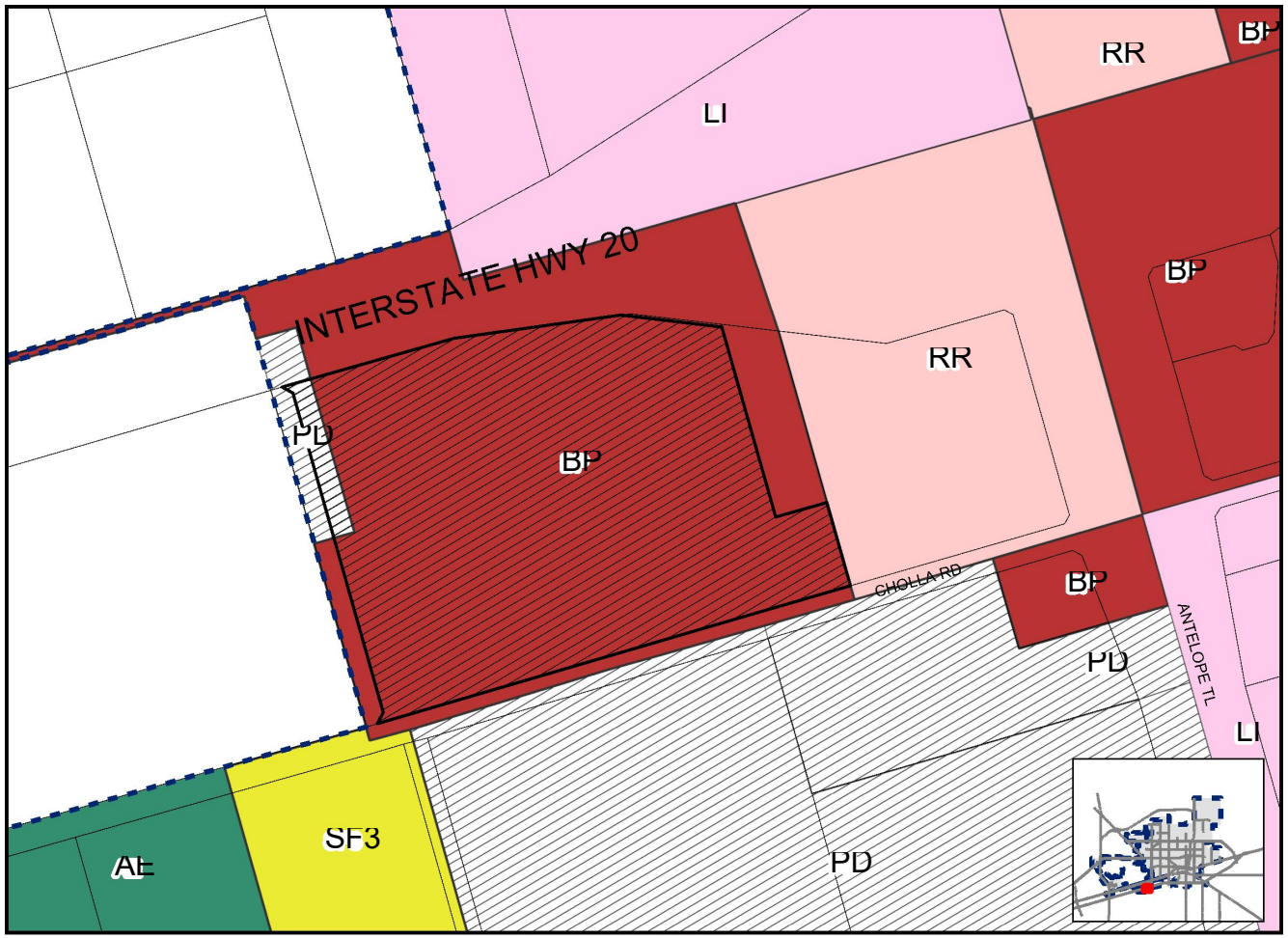
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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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 MJ
04/29/2025

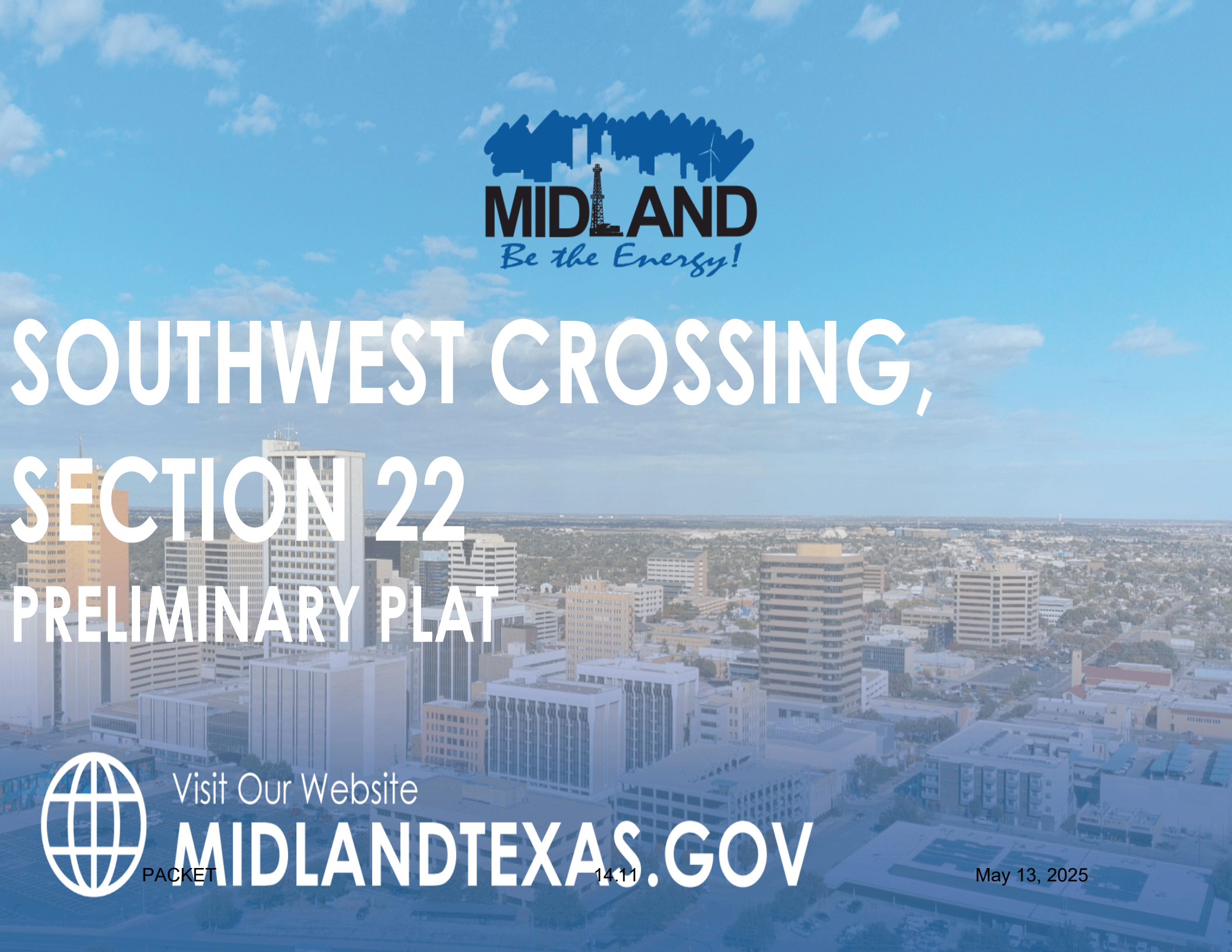
SUB-25-0827

Scale: 1" = 343'

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.


INTERSTATE HWY 20
CHOLLA RD
ANTELOPE TL
1
2


MIDLAND
Be the Energy!
SOUTHWEST CROSSING,
SECTION 22
PRELIMINARY PLAT
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

- **Property Owner:** Kenneth

  Huseman Family Partnership

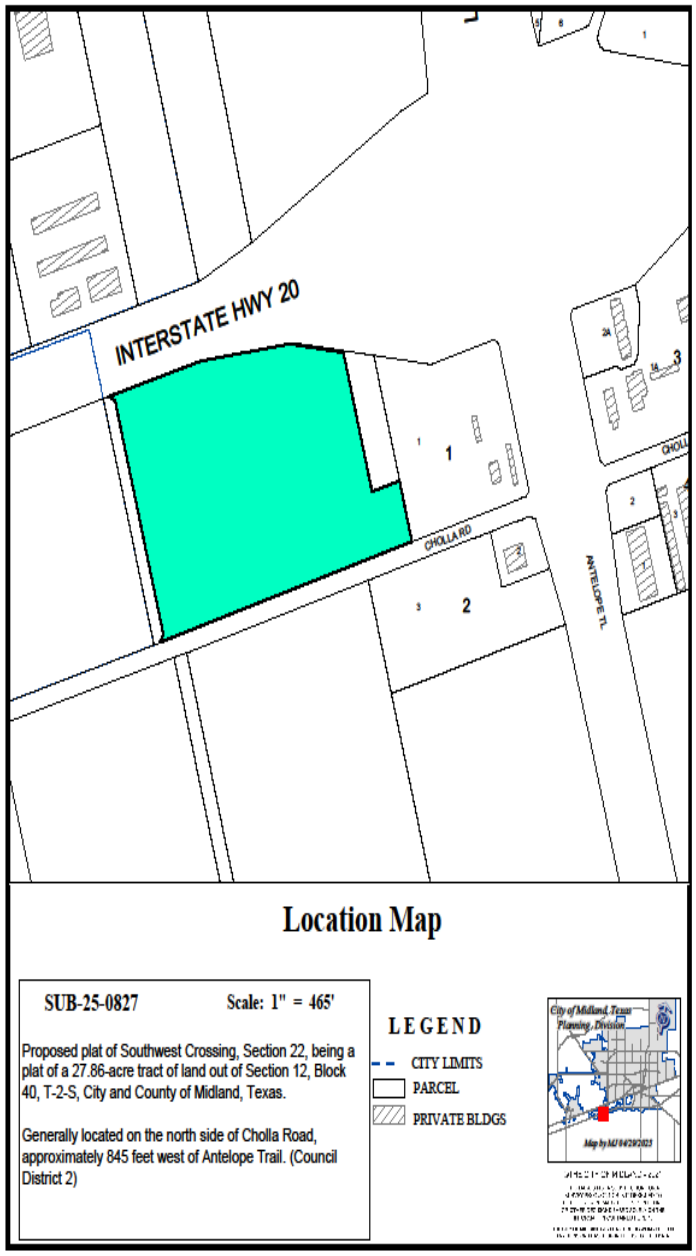
  L.P.

- **Applicant/Representative:**

  Parkhill

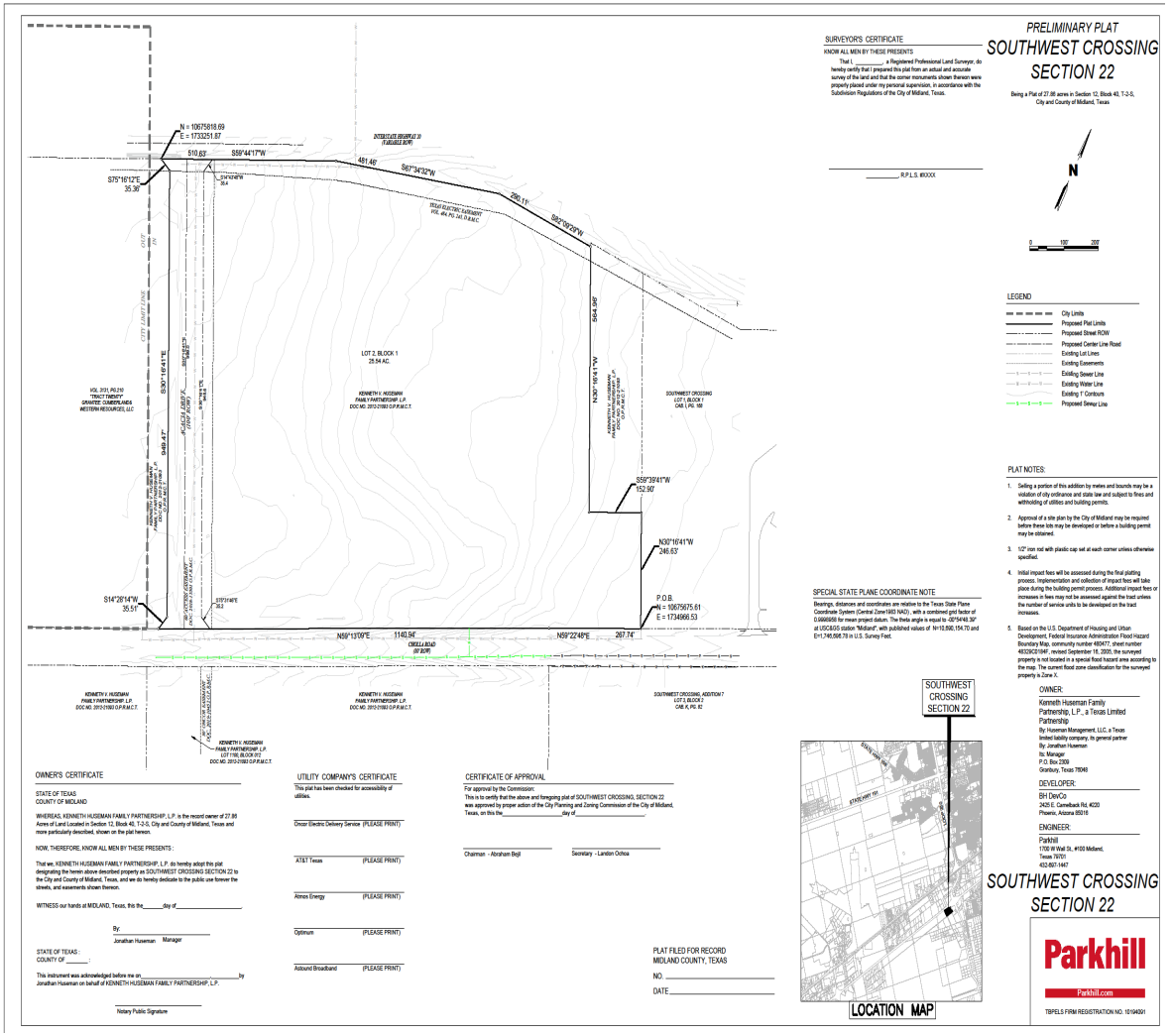
- **Preliminary Plat**

- **Location**: 6301 West I-20



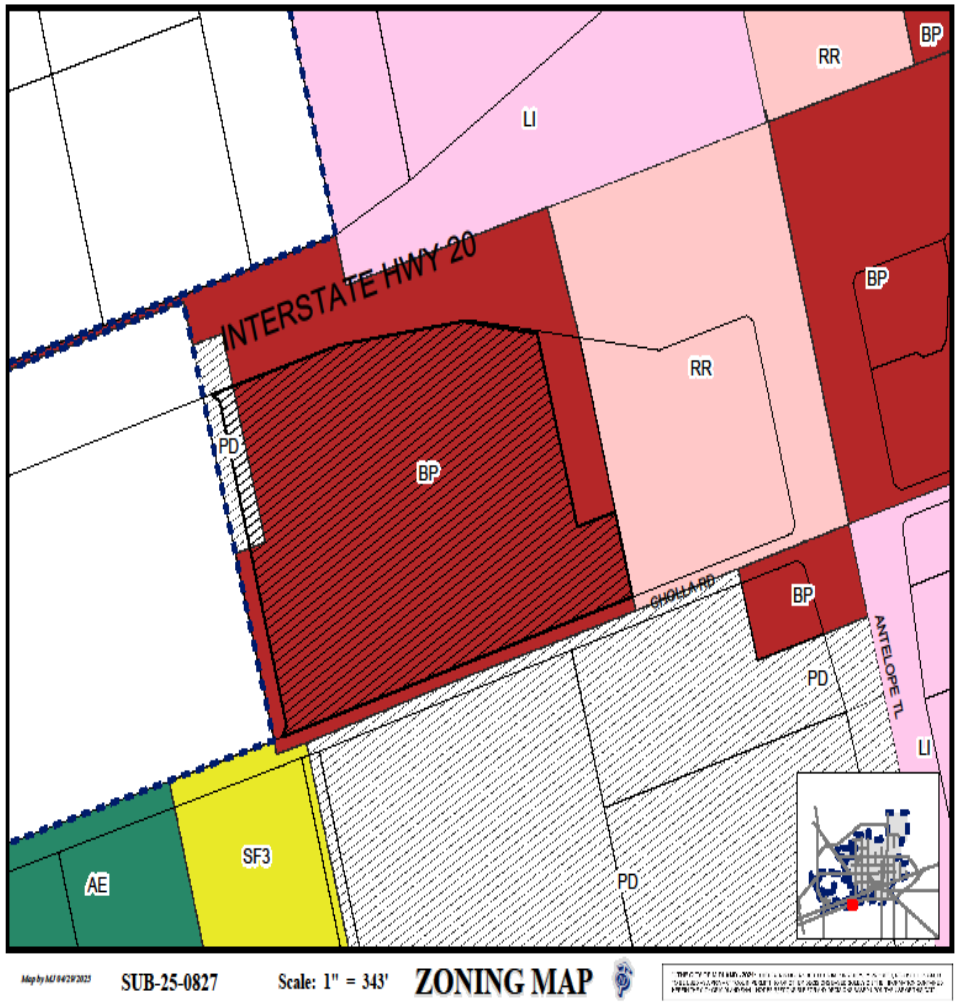
PLAT DETAILS

- **Acreage:** 27.86
- **Number of lots:** One
- **Reason for Request:** To create one lot for property development.



ZONING

- **Current Zoning:** BP, I-20 Business Park District, in part, and PD, Planned Development District for a shopping center, in part.
- **Proposed Zoning:** LI, Light Industrial District
- **Surrounding Zoning:**
- **North:** LI, Light Industrial District
- **South:** PD, Planned Development District for housing development
- **West:** ETJ, Extraterritorial Jurisdiction
- **East:** RR, Regional Retail, BP, I-20 Business Park District



LAND USE

- **Current Use of the Property:** Vacant

  Proposed Use of the Property:

  Warehouse/Distribution facility

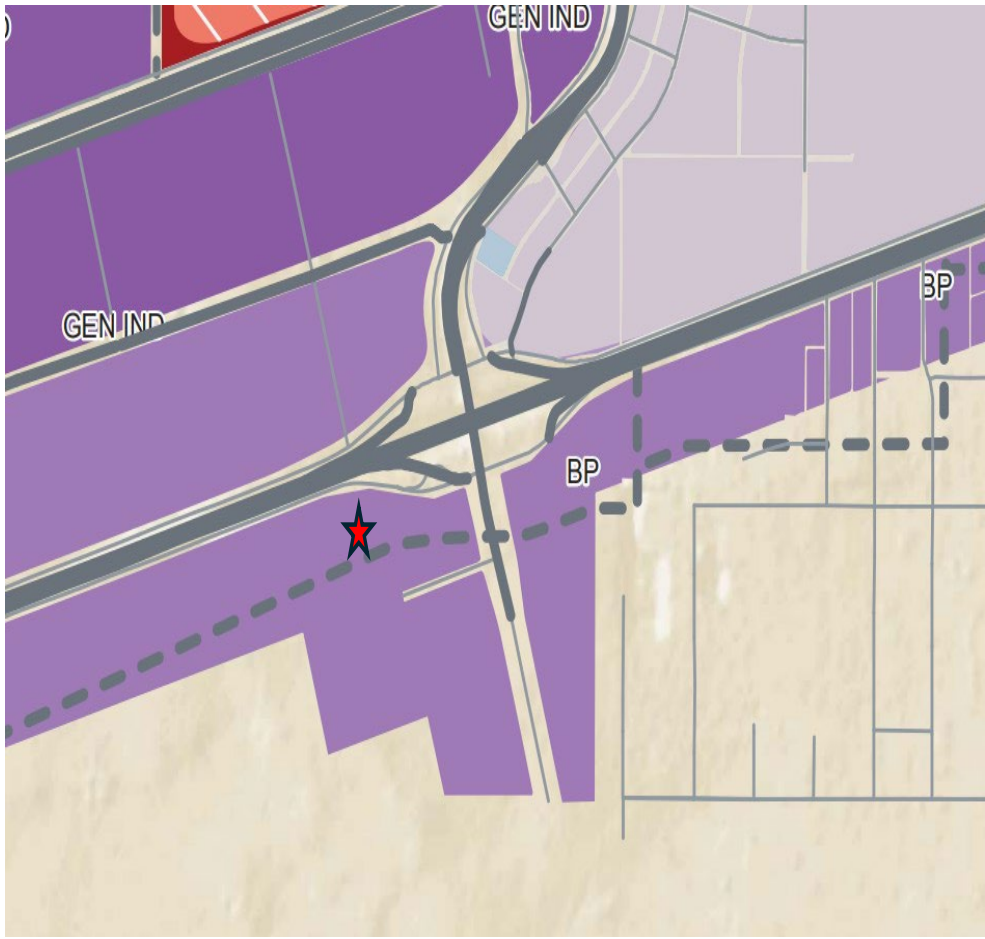
  Surrounding Uses:

  - **North/South/West:** Vacant lots
  - **East:** Gas station



COMPREHENSIVE PLAN

- **TCT Land Use Designation**: BP, I-20 Business Park District
- **Supported Uses:**
  - Supports warehousing and distribution with larger scale visitor services located at the major intersections.
  - Request is compatible with the Tall City Tomorrow Plan, but it is compatible with the surrounding area.



STAFF'S RECOMMENDATION

- The Planning & Zoning Commission recommended approval of this request on May 5, 2025.
- Staff recommends APPROVAL of this Preliminary Plat of Southwest Crossing, Section 22, subject to the conditions below.



STAFF'S RECOMMENDATION

- Conditions:

A. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]

B. Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]



MISSION

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



City Council Meeting

Item Number: 15

Meeting Date: May 13, 2025

To: City Council / City Manager

From: Garrick Clayton, Oil and Gas Officer

Subject: MOTION AUTHORIZING THE EXECUTION OF A SUBSURFACE USE AGREEMENT BETWEEN THE CITY OF MIDLAND AND PIONEER NATURAL RESOURCES, USA, INC., REGARDING CERTAIN CITY-OWNED PROPERTY DESCRIBED AS THE SOUTH 600 FEET OF SECTION 33, BLOCK 38, AND THE SOUTH 600 FEET OF SECTION 36, BLOCK 39, T-1-N, T&P RR CO. SURVEY, MARTIN COUNTY,TEXAS (DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

Motion authorizing the execution of a subsurface use agreement between the City of Midland and Pioneer Natural Resources, USA, Inc., regarding certain city-owned property described as the South 600 feet of Section 36, Block 39, T-1-N, T.&P. RR CO Survey, Abstract 694 and the South 600 feet of Section 33, Block 38, T-1-N, T.&P. RR CO Survey, Abstract 285, Martin County, Texas

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this Subsurface Use Agreement.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

This is a Subsurface Use Agreement located on City of Midland Property. Pioneer Natural Resources, USA, Inc. is requesting to cross under City of Midland property described as areas of Sections 33 and 36 to access minerals they have under lease on property located on Sections 1 and 12, Block 39 T-1-S, Martin County and Midland County Texas and Sections 6 and 7, Block 38 T-1-S, Martin County and Midland County, Texas.
Attachments: Exhibit Subsurface Use Agreement

City Manager's Office

EXECUTION VERSION

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SUBSURFACE USE AGREEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

This Subsurface Use Agreement (this "Agreement") is entered into effective as of May 13, 2025 (the "Effective Date"), by and between the City of Midland, Texas ("Grantor"), whose address is 300 N. Loraine, Midland, Texas 79701, and Pioneer Natural Resources USA, Inc., a Delaware corporation ("Operator"), whose address is P.O. Box 3178, Midland, Texas 79702. Grantor and Operator are sometimes referred to singularly as a "Party," and collectively as the "Parties."

BACKGROUND

Grantor owns an interest in the land located in Midland County, Texas, more particularly described on the attached Exhibit A (collectively, the "Land"). Operator desires to drill horizontal wells through the Land for the production of oil and gas, said production not from the Land, but from other lands in the area (such wells, the "Wellbores"). The Parties are entering into this Agreement to provide the terms with respect to the use of the Land for such purposes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Operator agree as provided below:

ARTICLE I - AGREEMENT

1.1 Grant, Limitations.

Grantor grants, transfers, and conveys unto Operator a non-exclusive easement to use and occupy the subsurface underlying the Land for the purposes of drilling no more than Forty-Four (44) Wellbores through the subsurface of the Land, for the purposes of completing the Wellbores and producing or flowing oil and/or gas from lands in the vicinity of the Land through such Wellbores. This is a grant of subsurface use only and this Agreement does not grant the right to use the surface of the ground of the Land for any purpose, including, without limitation, any oil and gas operation. This Agreement does not grant any interest in and to the oil, gas, or other minerals in, on or under the Land, nor shall this Agreement grant Operator the right to produce any of the oil, gas or other minerals from the Land. Neither this Agreement, nor the consideration provided for herein, is intended to apply to wells that Operator has drilled or drills in the future through the Land via oil and gas lease rights or any other rights under any other agreement that Operator may have covering the Land.

1.2 Term, End of Term.

(a) This Agreement will be for a term of three (3) years, and for so long thereafter as Operator produces or flows oil and/or gas from lands in the vicinity of the Land through any Wellbore with no cessation of three hundred sixty-five (365) continuous days or more. Upon the expiration of this Agreement under the immediately preceding sentence, the rights granted under this Agreement to Operator shall *ipso facto* cease and automatically terminate; provided, however, that notwithstanding any expiration or termination of this Agreement Operator's liability for performance of its obligations hereunder and Operator's indemnity and defense obligations hereunder shall survive any expiration or termination of this Agreement. Upon expiration or termination of this Agreement, Operator shall promptly give Grantor written notice of such expiration or termination and Operator shall have the right to remove all pipe, casing and other subsurface equipment as may be situated in and under the Land, and shall conduct such plugging and abandonment operations as may be required by applicable law. In addition, upon the expiration or termination hereof, Operator shall prepare and file in Midland County, Texas, a release of this Agreement and pay the required filing fees for same. Operator may at any time surrender all or any part of its rights hereunder by filing a release in the appropriate public record.

(b) The Wellbores and corresponding equipment and materials placed on or in the subsurface of the Land by Operator shall be and remain the property of Operator. Each Wellbore drilled through the subsurface of the Land by Operator under the terms of this Agreement shall be drilled through the subsurface of the Land below 1,000' subsurface.

1.3 Operator Rights and Obligations; Consideration.

(a) Operator agrees that it will comply in all its operations under this Agreement with all applicable ordinances, laws, rules and regulations of each governmental, municipal and/or regulatory authority having jurisdiction over such operations, including, without limitation, the City of Midland Oil and Gas Drilling requirements as applied under current Ordinance 8769, as codified in the City of Midland Municipal Code Section 6-1-23, as the same may be hereafter amended from time to time, if and to the extent applicable, and all applicable environmental rules and regulations. **OPERATOR AGREES TO INDEMNIFY, DEFEND, AND HOLD GRANTOR AND GRANTOR'S OFFICERS, EMPLOYEES, TENANTS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS ("GRANTOR INDEMNITEES"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, DEMANDS, CAUSES OF ACTION OR OTHER EXPENSES OF ANY KIND OR CHARACTER (INCLUDING, WITHOUT LIMITATION, ALL COSTS AND EXPENSES OF LITIGATION AND ATTORNEYS' FEES) ASSERTED AGAINST OR SUFFERED BY ANY GRANTOR INDEMNITEE BY REASON OF THE GRANT OF THE EASEMENT UNDER THIS AGREEMENT AND/OR ARISING OUT OF OPERATOR'S OPERATIONS UNDER THE LAND UNDER THIS AGREEMENT.**

(b) As additional consideration for the easement conveyed by Grantor herein, during the term of this Agreement, Operator shall pay to Grantor the amount of Ten Thousand and No/100ths Dollars ($10,000.00) per Wellbore for any Wellbore to be drilled in, under or through the Land pursuant to the terms of this Agreement, with such aggregate amount (being Four Hundred and Forty Thousand and No/100ths Dollars ($440,000.00)) being due and payable to Grantor within

thirty (30) days after Grantor delivers to Operator a signed and notarized original of this Agreement. Any such amount owed to Grantor that is not received by Grantor on or before the last day of such thirty (30) day period shall accrue interest at the lesser of (i) ten percent (10%) per year; or (ii) the highest rate allowed by applicable law, from the payment due date until such amount is received by Grantor. Within thirty (30) days of Grantor's written request to Operator, Operator shall furnish to Grantor wellbore plats of the Wellbores drilled in, under or through the Land together with such other location and spud date information pertaining to the Wellbores as may be reasonably requested by Grantor.

1.4 Grantor Rights and Obligations.

(a) The subsurface easement granted hereunder is granted by Grantor without warranty of title, express or implied. **OPERATOR IS FULLY FAMILIAR WITH THE LAND, ITS CONDITION AND STATE OF REPAIR FROM OPERATOR'S OWN INVESTIGATION OF SAME. OPERATOR ACKNOWLEDGES THAT GRANTOR HAS MADE NO EXPRESS WARRANTIES WITH REGARD TO THE LAND OR THE CONDITION THEREOF AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR HEREBY DISCLAIMS, AND OPERATOR HEREBY WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, OR FITNESS OR SUITABILITY FOR OPERATOR'S PURPOSES.** Operator has the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien relating to the Land and thereupon be subrogated to such lien if Grantor defaults on any mortgage covering the Land.

(b) Grantor will receive payment hereunder in such proportion as its undivided interest in the affected portion of the Land traversed by an individual Wellbore bears to the fee simple title of the Land.

ARTICLE II - MISCELLANEOUS

2.1 Nature of Agreement. The terms and provisions of this Agreement shall inure to the benefit of and be binding upon Grantor and Operator and their respective heirs, successors, representatives and assigns. Grantor confirms and agrees that Grantor has been made no promise or agreement by Operator or any agent (which is not expressed herein) in executing this Agreement, that Grantor is not relying upon any statement or representation of Operator, or any agent and that Grantor's execution of this Agreement is free and voluntary. This Agreement may not be amended except by a writing signed by the Party against whom said modification or amendment is to be enforced and no Party shall be liable or bound to any other Party except as specifically set forth herein.

2.2 No Waiver of Governmental or Sovereign Immunity. By executing this Agreement Grantor is not waiving its right of governmental or sovereign immunity. Grantor is retaining its immunity from suit. Grantor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL OR SOVEREIGN IMMUNITY.**

2.3 Public Purpose; Governmental Functions. The Parties acknowledge and agree that this Agreement is in the public interest and serves a public purpose. The Parties acknowledge and agree that Grantor's obligations and performance under this Agreement are governmental functions. By

entering into this Agreement, Operator waives and releases any present or future claim asserting Grantor's obligations or performance under this Agreement are not governmental functions.

2.4 Chapter 271 of Texas Local Government Code. The Parties agree that this Agreement does not constitute an agreement for providing goods or services to Grantor as described in Subchapter I of Chapter 271 of the Texas Local Government Code, and the Parties expressly covenant and agree that this Agreement shall not constitute nor be interpreted as a waiver of Grantor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code. Operator acknowledges and agrees that any provision in this Agreement that restricts the use of property to a specific purpose shall not require the use of property for that specific purpose. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Operator's use of property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Grantor's governmental immunity.

2.5 Instruments. The rights of either Party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the respective heirs, successors, representatives and assigns of the Parties. This Agreement does not waive or diminish any rights conveyed to Operator by virtue of any oil and gas lease, or other instrument affecting the Land. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without reference to the conflict of law principles thereof. Without limiting paragraphs 2.2, 2.3 or 2.4 of this Agreement, (i) should any dispute arise hereunder the Parties stipulate that venue will lie in Midland County, Texas, and (ii) as to any action arising hereunder or related hereto, the Parties agree to and do hereby irrevocably waive any and all right to a trial by jury to the fullest extent permitted by law. This Agreement may be signed in multiple counterparts, and all such counterparts shall be deemed as originals and binding upon the Party executing and their respective heirs, representatives, successors and assigns. For recording, multiple signature pages may be compiled into a single document.

2.6 Attorneys' Fees. Operator shall reimburse Grantor for Grantor's attorneys' fees incurred in connection with the preparation and negotiation of this Agreement, such fees in connection with the preparation and negotiation of this Agreement not to exceed $5,000.00. The invoice for such attorneys' fees shall be provided to Operator within thirty (30) days of execution of this Agreement, and paid by Operator within sixty (60) days of execution.

2.7 Memorandum. In lieu of recording this Agreement, Grantor agrees to execute, and Operator shall file in the Official Public Records of the applicable county, a Memorandum of this Agreement substantially in the form of Exhibit B attached hereto (the "Memorandum"). Except for the Memorandum, this Agreement shall not be filed in any public records without the prior written consent of Grantor.

[Signature Pages Follow]

GRANTOR:
CITY OF MIDLAND, TEXAS

By:_____
Name: Tommy Gonzalez
Title: City Manager

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ___ day of _____, 2025, by Tommy Gonzalez, City Manager of the City of Midland, Texas, a home rule municipal corporation, on behalf of said entity.

_____
Notary Public, State of Texas

OPERATOR:
PIONEER NATURAL RESOURCES USA, INC.

By: _____ GE
Name: Brent Braden
Title: Commercial and Land Manager, as Agent & Attorney in fact

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this 22nd day of April, 2025, by Brent Braden, Commercial and Land Manager, as Agent & Attorney in fact of PIONEER NATURAL RESOURCES USA, INC., for and on behalf of said corporation.

SYLVIA OCHOA
Notary Public, State of Texas
My Commission Expires
July 24, 2028
NOTARY ID 128419022

_____
Notary Public, State of Texas

EXHIBIT A

to

Subsurface Use Agreement between the City of Midland, Texas, as Grantor, and Pioneer Natural Resources USA, Inc., as Operator

The Land

Tract 1. The South 600 feet of Section 36, Block 39, T-1-N, T.&P. RR CO Survey, Abstract 694, Martin County, Texas.

Tract 2. The South 600 feet of Section 33, Block 38, T-1-N, T.&P. RR CO Survey, Abstract 285, Martin County, Texas

EXHIBIT B

to

Subsurface Use Agreement between the City of Midland, Texas, as Grantor, and Pioneer Natural Resources USA, Inc., as Operator

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

MEMORANDUM OF SUBSURFACE USE AGREEMENT

This Memorandum of Subsurface Use Agreement (this "Memorandum") is made effective as of the 13th day of May, 2025 (the "Effective Date"), by and between the City of Midland, Texas ("Grantor"), whose address is 300 N. Loraine, Midland, Texas 79701, and Pioneer Natural Resources USA, Inc., a Delaware corporation ("Operator"), whose address is P.O. Box 3178, Midland, Texas 79702. Grantor and Operator are sometimes referred to singularly as a "Party," and collectively as the "Parties."

1. Land. This Memorandum pertains to certain land in which Grantor owns an interest which is more fully described in the legal description in Exhibit A attached hereto and incorporated herein by reference (the "Land").

2. Grant of Subsurface Easement. The Parties entered into that certain Subsurface Use Agreement dated effective as of the Effective Date (the "Agreement"), under which Grantor granted, transferred, and conveyed unto Operator a non-exclusive easement to use and occupy the subsurface underlying the Land for the purposes of drilling no more than Forty-Four (44) horizontal wells through the Land for the production of oil and gas, said production not from the Land, but from other lands in the area through the subsurface of the Land, for the purposes of completing the Wellbores and producing or flowing oil and/or gas from lands in the vicinity of the Land through such Wellbores. The Agreement sets forth the consideration paid or to be paid by Operator to Grantor and the terms and conditions under which Grantor granted and conveyed unto Operator such subsurface easement under the Land.

3. Modification. This Memorandum does not alter, amend or modify the terms and conditions of the Agreement, but is executed solely for the purpose of giving notice of the existence of the Agreement and Operator's rights with respect to the Land. The Agreement is incorporated by reference for all purposes to the same extent and with the same effect as if set forth herein in full.

4. Counterparts. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.

[*Remainder of Page Intentionally Left Blank*]

[*Signature and Acknowledgement Pages Follow*]

IN WITNESS WHEREOF, Grantor and Operator have executed this Memorandum as of the dates of their respective acknowledgements below, to be effective as of the Effective Date.

GRANTOR:
CITY OF MIDLAND, TEXAS

By: [DO NOT SIGN – EXHIBIT ONLY]
Name: Tommy Gonzalez
Title: City Manager

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ___ day of _____, 20__, by _____, _____ of the City of Midland, Texas, a home rule municipal corporation, on behalf of said entity.

[DO NOT SIGN – EXHIBIT ONLY]
Notary Public, State of Texas

OPERATOR:
PIONEER NATURAL RESOURCES USA, INC.

By: [DO NOT SIGN – EXHIBIT ONLY]
Name: Brent Braden
Title: Commercial and Land Manager, as Agent & Attorney in fact

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ____ day of _____, 20__, by Brent Braden, Commercial and Land Manager, as Agent & Attorney in fact of PIONEER NATURAL RESOURCES USA, INC., for and on behalf of said corporation.

[DO NOT SIGN – EXHIBIT ONLY]
Notary Public, State of Texas

EXHIBIT A

to

Memorandum of Subsurface Use Agreement between the City of Midland, Texas, as Grantor, and Pioneer Natural Resources USA, Inc., as Operator

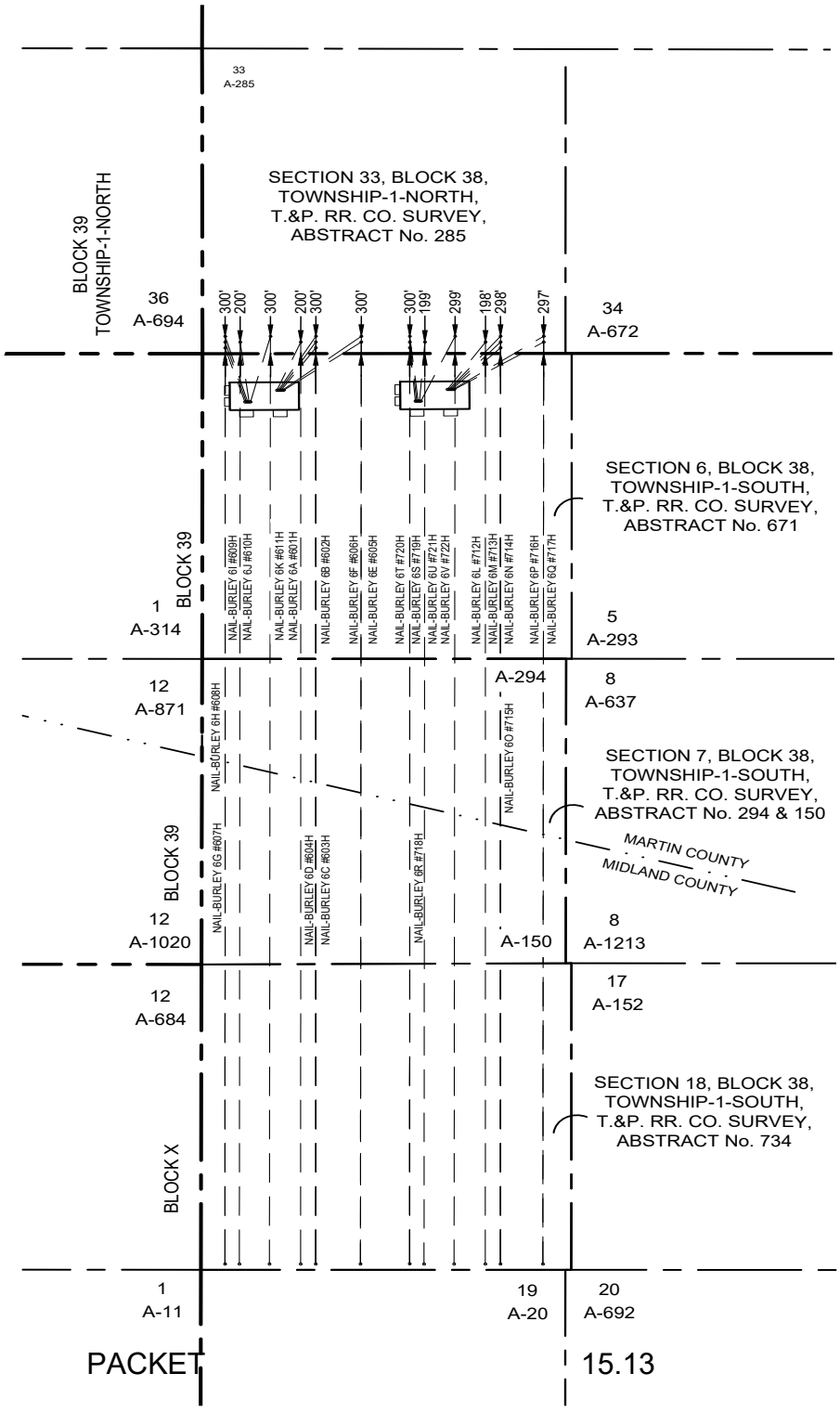
The Land

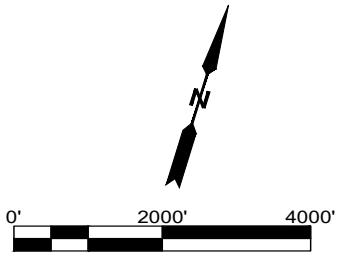
Tract 1. The South 600 feet of Section 36, Block 39, T-1-N, T.&P. RR CO Survey, Abstract 694, Martin County, Texas.

Tract 2. The South 600 feet of Section 33, Block 38, T-1-N, T.&P. RR CO Survey, Abstract 285, Martin County, Texas

WELL NAME	TOTAL DISTANCE IN SECTION 33
NAIL-BURLEY 6A #601H	417'
NAIL-BURLEY 6B #602H	648'
NAIL-BURLEY 6C #603H	436'
NAIL-BURLEY 6D #604H	221'
NAIL-BURLEY 6E #605H	775'
NAIL-BURLEY 6F #606H	536'
NAIL-BURLEY 6G #607H	205'
NAIL-BURLEY 6H #608H	409'
NAIL-BURLEY 6I #609H	612'
NAIL-BURLEY 6J #610H	401'
NAIL-BURLEY 6K #611H	610'

WELL NAME	TOTAL DISTANCE IN SECTION 33
NAIL-BURLEY 6L #712H	437'
NAIL-BURLEY 6M #713H	683'
NAIL-BURLEY 6N #714H	464'
NAIL-BURLEY 6O #715H	236'
NAIL-BURLEY 6P #716H	817'
NAIL-BURLEY 6Q #717H	567'
NAIL-BURLEY 6R #718H	200'
NAIL-BURLEY 6S #719H	401'
NAIL-BURLEY 6T #720H	601'
NAIL-BURLEY 6U #721H	399'
NAIL-BURLEY 6V #722H	626'
TOTAL	10,701'





SCALE: 1" = 2000'

NOTE: WELL IS LOCATED APPROXIMATELY 17.1 MILES WEST OF STANTON, MARTIN COUNTY, TEXAS

halff
3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPELS SURVEYING FIRM #10193998

DATE: 1/8/2025
BY: K. GORDON
AVO: 047474.878

LEGEND

- SECTION LINE
- BLOCK/ TOWNSHIP/ SURVEY LINE
- LEASE LINE
- SUBJECT LATERAL
- PERMITTED LATERAL
- PROPOSED LATERAL
- COUNTY LINE
- PROPOSED WELL

NOTES:

- THE BASIS OF BEARING OF THE SURVEY IS THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM 1927 (NAD 27), CENTRAL ZONE (4203).
- ALL TEXAS STATE PLANE COORDINATES AND GEOGRAPHIC COORDINATES SHOWN HEREON ARE NAD 27 GRID COORDINATES AS COMPUTED BY CORPSCON VERSION 6.0.1. ALL GEOGRAPHIC COORDINATES SHOWN HEREON WERE CONVERTED USING CORPSCON VERSION 6.0.1. UNLESS OTHERWISE NOTED, ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES AND THEY CAN BE CONVERTED TO SURFACE WHEN MULTIPLIED WITH A "SURFACE ADJUSTMENT FACTOR" OF 1.000120, AS CALCULATED BY CORPSCON.
- ELEVATIONS SHOWN HEREON ARE NAVD88 AS DERIVED BY GPS.
- THIS EXHIBIT IS FOR TEXAS RAILROAD COMMISSION WELL PERMITTING PURPOSES ONLY. BOUNDARY LINES AND ACREAGE SHOWN HEREON REFLECT THE SURVEYORS PROFESSIONAL OPINION OF MINERAL RIGHTS AS DETERMINED FROM CLIENT-PROVIDED OIL AND GAS MINERAL LEASE DOCUMENTATION. THE INFORMATION DEPICTED HEREON SHALL NOT BE USED IN THE CONVEYANCE OF FEE TITLE TO REAL PROPERTY.
- ALL MEASUREMENTS TO LEASE, UNIT, AND SURVEY LINES ARE PERPENDICULAR TO SAID LINES.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

PIONEER NATURAL RESOURCES USA, INC.

PERMIT PLAT

NAIL-BURLEY 6A #601H
NAIL-BURLEY 6B #602H
NAIL-BURLEY 6C #603H
NAIL-BURLEY 6D #604H
NAIL-BURLEY 6E #605H

NAIL-BURLEY 6F #606H
NAIL-BURLEY 6G #607H
NAIL-BURLEY 6H #608H
NAIL-BURLEY 6I #609H
NAIL-BURLEY 6J #610H
NAIL-BURLEY 6K #611H

NAIL-BURLEY 6L #712H
NAIL-BURLEY 6M #713H
NAIL-BURLEY 6N #714H
NAIL-BURLEY 6O #715H
NAIL-BURLEY 6P #716H
NAIL-BURLEY 6Q #717H

NAIL-BURLEY 6R #718H
NAIL-BURLEY 6S #719H
NAIL-BURLEY 6T #720H
NAIL-BURLEY 6U #721H
NAIL-BURLEY 6V #722H

LOCATED IN:
SECTION 33, BLOCK 38, TOWNSHIP-1-NORTH, T.&P. R.R. CO. SURVEY, ABSTRACT No. 285, SECTION 6, ABSTRACT No. 671, SECTION 7, ABSTRACT NO. 294, BLOCK 39, TOWNSHIP-1-SOUTH, T.&P. R.R. CO. SURVEY, MARTIN COUNTY, TEXAS,
SECTION 7, ABSTRACT No. 150, SECTION 18, ABSTRACT No. 734, BLOCK 38, TOWNSHIP-1-SOUTH T.&P. R.R. CO. SURVEY, MIDLAND COUNTY, TEXAS

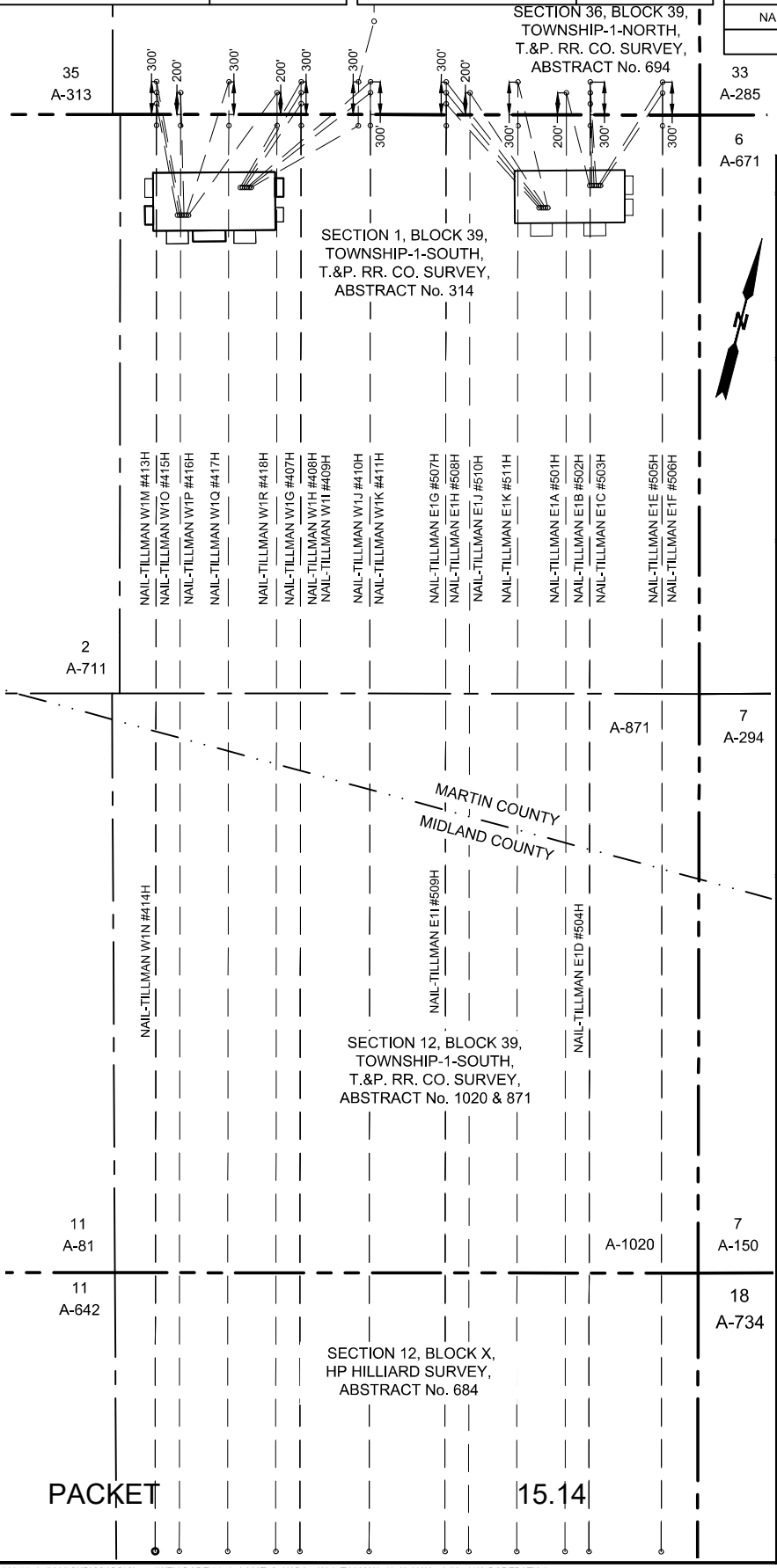
May 19, 2025

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WELL NAME	TOTAL DISTANCE IN SECTION 36
NAIL-TILLMAN W1G #407H	646'
NAIL-TILLMAN W1H #408H	435'
NAIL-TILLMAN W1I #409H	220'
NAIL-TILLMAN W1J #410H	761'
NAIL-TILLMAN W1K #411H	525'
NAIL-TILLMAN W1M #413H	202'
NAIL-TILLMAN W1N #414H	403'

WELL NAME	TOTAL DISTANCE IN SECTION 36
NAIL-TILLMAN W1O #415H	605'
NAIL-TILLMAN W1P #416H	400'
NAIL-TILLMAN W1Q #417H	615'
NAIL-TILLMAN W1R #418H	447'
NAIL-TILLMAN E1A #501H	406'
NAIL-TILLMAN E1B #502H	200'
NAIL-TILLMAN E1C #503H	400'

WELL NAME	TOTAL DISTANCE IN SECTION 36
NAIL-TILLMAN E1D #504H	600'
NAIL-TILLMAN E1E #505H	653'
NAIL-TILLMAN E1F #506H	440'
NAIL-TILLMAN E1G #507H	234'
NAIL-TILLMAN E1H #508H	460'
NAIL-TILLMAN E1I #509H	679'
NAIL-TILLMAN E1J #510H	439'
NAIL-TILLMAN E1K #511H	608'
TOTAL	10,378'



0' 1000' 2000'

SCALE: 1" = 1000'

NOTE: WELL IS LOCATED APPROXIMATELY 18.1 MILES WEST OF STANTON, MARTIN COUNTY, TEXAS

halff
3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPELS SURVEYING FIRM #10193998

DATE: 10/28/2024
BY: K. GORDON
AVO: 047474.866

LEGEND

- SECTION LINE
- BLOCK/ TOWNSHIP/ SURVEY LINE
- LEASE LINE
- SUBJECT LATERAL
- PERMITTED LATERAL
- PROPOSED LATERAL
- COUNTY LINE
- PROPOSED WELL

NOTES:

- THE BASIS OF BEARING OF THE SURVEY IS THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM 1927 (NAD 27), CENTRAL ZONE (4203).
- ALL TEXAS STATE PLANE COORDINATES AND GEOGRAPHIC COORDINATES SHOWN HEREON ARE NAD 27 GRID COORDINATES AS COMPUTED BY CORPSCON VERSION 6.0.1. ALL GEOGRAPHIC COORDINATES SHOWN HEREON WERE CONVERTED USING CORPSCON VERSION 6.0.1. UNLESS OTHERWISE NOTED, ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES AND THEY CAN BE CONVERTED TO SURFACE WHEN MULTIPLIED WITH A "SURFACE ADJUSTMENT FACTOR" OF 1.000120, AS CALCULATED BY CORPSCON.
- ELEVATIONS SHOWN HEREON ARE NAVD88 AS DERIVED BY GPS.
- THIS EXHIBIT IS FOR TEXAS RAILROAD COMMISSION WELL PERMITTING PURPOSES ONLY. BOUNDARY LINES AND ACREAGE SHOWN HEREON REFLECT THE SURVEYORS PROFESSIONAL OPINION OF MINERAL RIGHTS AS DETERMINED FROM CLIENT-PROVIDED OIL AND GAS MINERAL LEASE DOCUMENTATION. THE INFORMATION DEPICTED HEREON SHALL NOT BE USED IN THE CONVEYANCE OF FEE TITLE TO REAL PROPERTY.
- ALL MEASUREMENTS TO LEASE, UNIT, AND SURVEY LINES ARE PERPENDICULAR TO SAID LINES.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

PIONEER NATURAL RESOURCES USA, INC.

WELL BORE EXHIBIT

NAIL-TILLMAN W1G #407H
NAIL-TILLMAN W1H #408H
NAIL-TILLMAN W1I #409H
NAIL-TILLMAN W1J #410H
NAIL-TILLMAN W1K #411H

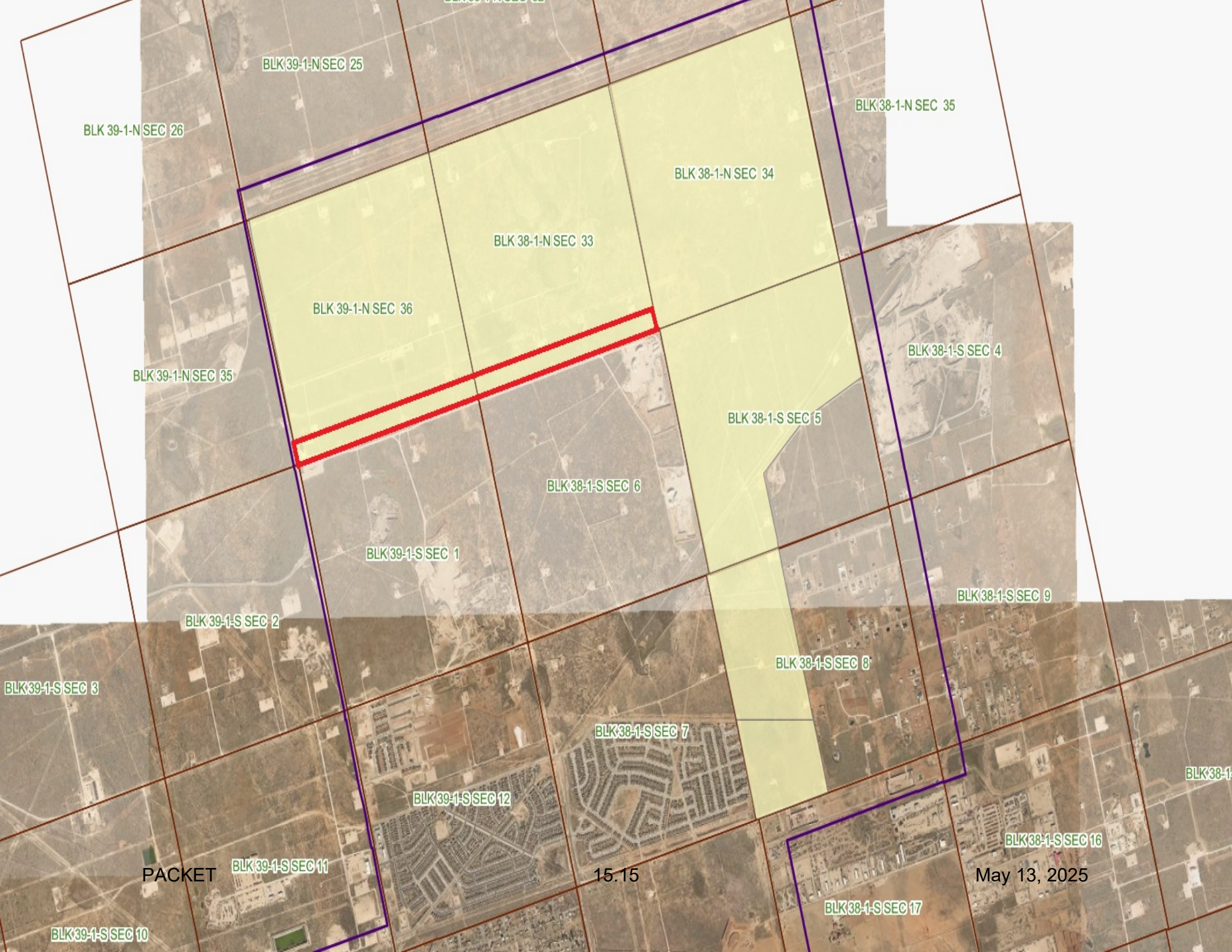
NAIL-TILLMAN W1M #413H
NAIL-TILLMAN W1N #414H
NAIL-TILLMAN W1O #415H
NAIL-TILLMAN W1P #416H
NAIL-TILLMAN W1Q #417H
NAIL-TILLMAN W1R #418H

NAIL-TILLMAN E1A #501H
NAIL-TILLMAN E1B #502H
NAIL-TILLMAN E1C #503H
NAIL-TILLMAN E1D #504H
NAIL-TILLMAN E1E #505H
NAIL-TILLMAN E1F #506H

NAIL-TILLMAN E1G #507H
NAIL-TILLMAN E1H #508H
NAIL-TILLMAN E1I #509H
NAIL-TILLMAN E1J #510H
NAIL-TILLMAN E1K #511H

LOCATED IN:
SECTION 36, ABSTRACT No.694
TOWNSHIP-1-NORTH
SECTION 1, ABSTRACT No. 314,
TOWNSHIP-1-SOUTH, BLOCK 39,
T.&P. R.R. CO. SURVEY,
MARTIN COUNTY, TEXAS
SECTION 12, ABSTRACT No. 1020 & 871
TOWNSHP-1-SOUTH, BLOCK 39,
T.&P. R.R. CO. SURVEY,
MIDLAND & MARTIN COUNTY, TEXAS
SECTION 12, ABSTRACT No. 684, BLOCK X,
HP HILLIARD SURVEY,
MIDLAND COUNTY, TEXAS

A:\47000s\47474\866\SURV\CADD\Sheets\WELLBORE\047474-866TxC_NAD27_NAIL-TILLMAN_407H-418H_501H-511H_BOREPATH.dwg


BLK 39-1-N SEC 25
BLK 39-1-N SEC 26
BLK 38-1-N SEC 35
BLK 38-1-N SEC 34
BLK 38-1-N SEC 33
BLK 39-1-N SEC 36
BLK 39-1-N SEC 35
BLK 38-1-S SEC 4
BLK 38-1-S SEC 5
BLK 38-1-S SEC 6
BLK 39-1-S SEC 1
BLK 38-1-S SEC 9
BLK 39-1-S SEC 2
BLK 38-1-S SEC 8
BLK 39-1-S SEC 3
BLK 38-1-S SEC 7
BLK 39-1-S SEC 12
BLK 38-1-S SEC 16
BLK 39-1-S SEC 11
BLK 38-1-S SEC 17
BLK 39-1-S SEC 10

City Council Meeting

Item Number: 16

Meeting Date: May 13, 2025

To: City Council / City Manager

From: Gabe McClelland, Director

Subject: MOTION AUTHORIZING THE EXECUTION OF A DISCRETIONARY SERVICE AGREEMENT WITH ONCOR ELECTRIC DELIVERY COMPANY, LLC FOR THE RELOCATION OF POLES AS PART OF THE INCIDENTAL WORK FOR THE JAL DRAW DRAINAGE PROJECT AND ALLOCATING THE AMOUNT OF $193,972.06 FROM THE FISCAL YEAR 2025 OPERATING BUDGET OF THE DRAINAGE FUND (DISTRICT 4) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

A motion is needed to authorize the City Manager to execute a Discretionary Service Agreement with Oncor Electric Delivery Company, LLC in the amount of $193,972.06 for the relocation of poles as part of the incidental work for the Jal Draw drainage project.

Recommended City Council Action:

Approve

Fiscal Impact:

The total cost of the Discretionary Service Agreement with Oncor Electric Delivery Company, LLC is $193,972.06. Funds are available in the FY 2025 Operating Budget of the Drainage Fund.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

The relocation of existing Oncor utility poles is required to facilitate construction of the Jal Draw drainage project. This work is considered incidental to the overall project and is critical to ensuring construction is not delayed due to utility conflicts. The agreement with Oncor covers all associated costs for the relocation of poles, allowing the City to move forward with the drainage improvements in a timely and efficient manner.

City Manager's Office

6.3 Agreements and Forms
Applicable: Entire Certified Service Area
Effective Date: September 21, 2009

6.3.5 Discretionary Service Agreement

WR #: 2325699
Transaction ID: _____

This Discretionary Service Agreement ("Agreement") is made and entered into this 10th day of April, 2025, by Oncor Electric Delivery Company LLC ("Oncor Electric Delivery Company" or "Company"), a Delaware limited liability company and distribution utility, and Jose E. Ortiz ("Customer"), a Municipality, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement.

$193,972.06
Charges for the removal of 2 poles installation 4 new poles and approximate 530ft of underground 1000kcmill AL conductor in 6" conduit with spare via directional bore, in existing TESCO easement, to allow for the proper clearances and Oncor facility integrity during construction of the Jal Drawl.

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** -- This Agreement becomes effective upon acceptance by Customer and continues in effect until completion of construction. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation N/A, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:
Oncor Electric Delivery
777 Main Street
Fort Worth, Tx 76102
Suit 707

(b) If to Customer:
Jose E. Ortiz
Assistant City Manager
300 N Loraine St, Midland, Tx 79702
jortiz@midlandtexas.gov

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

Jose E. Ortiz
Assistant City Manager
300 N Loraine St, Midland, Tx 79702
jortiz@midlandtexas.gov

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Other Terms and Conditions** –
(i) Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities.
(ii)
Customer agrees to pay $193,972.06

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signee by their respective duly authorized representatives.

Oncor Electric Delivery Company LLC	Jose E. Ortiz Customer / Company Name
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Date

City Council Meeting

Item Number: 17

Meeting Date: May 13, 2025

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: RESOLUTION AUTHORIZING THE ASSIGNMENT OF SEVEN (7) RIGHT-OF-WAY LICENSES TO OXYROCK OPERATING, LLC (DISTRICT: ALL) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

This Resolution will allow the assignment of certain Right of Licenses between the City of Midland and CrownQuest Operating, LLC to reflect the merger of Occidental Corporation and CrownQuest Operating, LLC. These specific Right of Licenses require express written consent of the governing body of the Licensor. The Licenses are 2013-244 executed August 14, 2013 for a period of 15 years, 2014-406, executed November 5, 2014 for a period of 15 years, 2014-430 executed November 19, 2014 for a period of 20 years, 2015-183 executed June 24, 2015 for a period of 20 years, 2015-326 executed September 23, 2015 for a period of 20 years, 2015-368 executed November 18, 2015 for a period of 20 years, 2016-308 executed October 12, 2016 for a period of 20 years.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): $1,000

Total Collected: $1,000.00

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

All other Right of Way Licenses and Surface Use Agreements require consent letters to be signed by the City of Midland's City Manager or designee.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ASSIGNMENT OF SEVEN (7) RIGHT-OF-WAY LICENSES TO OXYROCK OPERATING, LLC

WHEREAS, the City of Midland executed that certain right-of-way license number 2013-244 with CrownQuest Operating, LLC, on August 14, 2013; and

WHEREAS, the City of Midland executed that certain right-of-way license number 2014-406 with CrownQuest Operating, LLC, on November 5, 2014; and

WHEREAS, the City of Midland executed that certain right-of-way license number 2014-430 with CrownQuest Operating, LLC, on November 19, 2014; and

WHEREAS, the City of Midland executed that certain right-of-way license number 2015-183 with CrownQuest Operating, LLC, on June 24, 2015; and

WHEREAS, the City of Midland executed that certain right-of-way license number 2015-326 with CrownQuest Operating, LLC, on September 23, 2015; and

WHEREAS, the City of Midland executed that certain right-of-way license number 2015-368 with CrownQuest Operating, LLC, on November 18, 2015; and

WHEREAS, the City of Midland executed that certain right-of-way license number 2016-308 with CrownQuest Operating, LLC, on October 12, 2016; and

WHEREAS, CrownQuest Operating, LLC, subsequently merged with Occidental Petroleum Corporation forming OxyRock Operating, LLC; and

WHEREAS, the City Council finds it to be in the public interest to approve the assignment of said right-of-way licenses from CrownQuest Operating, LLC, to OxyRock Operating, LLC;

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

SECTION ONE. That the assignment of said right-of-way licenses from CrownQuest Operating, LLC, to OxyRock Operating, LLC, is hereby authorized and approved.

SECTION TWO. That the City Manager, or his designee, is hereby authorized and directed to execute any such documentation necessary to effectuate the assignment of said right-of-way licenses should it be required.

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., 2025, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Carl Craigo, Utilities Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, Interim City Attorney

PAYMENT DOCUMENT

2001005901

Oxy USA Inc
P O Box 2647
Houston, TX 77252-2647

CITY OF MIDLAND
PO BOX 1152
MIDLAND TX 79702

DATE	CHECK NO.
04/09/2025	0100115188

80182805

DATE	INVOICE/CREDIT MEMO	COMPANY CODE	PO NUMBER	DISCOUNT	NET
4/7/2025 Amendment Fee to change o	040725	0360			1,000.00
THE ATTACHED CHECK IS IN PAYMENT FOR ITEMS DESCRIBED ABOVE			TOTAL >		$1,000.00

Oxy USA Inc
P O Box 2647
Houston, TX 77252-2647

4300300/49000

JPMorgan Chase Bank, N.A.
Syracuse, NY

50-937
213

CHECK NO.
100115188

EXACTLY *One thousand and 00/100 Dollars*

DATE
09-Apr-25

US DOLLARS

CHECK AMOUNT
******$1,000.00

PAY TO THE ORDER OF:
CITY OF MIDLAND
PO BOX 1152
MIDLAND TX 79702

AUTHORIZED SIGNATURE

Void after 90 days

PACKET 17.5 May 13, 2025

⑈0100115188⑈ ⑆021309379⑆ 630145720050⑨⑈

CROWNQUEST

CROWNQUEST OPERATING, LLC

RE: Joint Operating Agreement
Resignation of Operator and Designation of Successor Operator

Ladies and Gentlemen,

Effective as of August 1, 2024, CrownQuest Operating, LLC resigns and has resigned as operator of all contract areas under existing operating agreements covering contract areas located in Upton, Reagan, Glasscock, Midland, Martin, Howard, Sterling and Dawson Counties, Texas (collectively, the "***JOAs***").

Contemporaneously with such resignation by CrownQuest Operating, LLC, CrownRock, L.P. selects and nominates and has selected and nominated OxyRock Operating, LLC successor operator of all such JOAs, and OxyRock Operating, LLC has accepted such selection and nomination in connection with all such JOAs.

In connection with the operation of the JOAs, this letter shall serve (i) as resignation of operatorship by CrownQuest Operating, LLC, (ii) as selection and nomination of OxyRock Operating, LLC as successor operator, (iii) as acceptance by OxyRock Operating, LLC of operatorship of such JOAs, and (iv) as notice to third parties of the foregoing.

If you have any questions, please contact Travis Crawford by email at Travis_Crawford@oxy.com.

CROWNQUEST OPERATING, LLC

By: _____
Name: Tim Dunn
Title: CEO

OXYROCK OPERATING, LLC

By: _____
Name: Matthew C. Cotter
Title: Attorney-in-Fact

CROWNROCK, L.P.

By: _____
Name: Tim Dunn
Title: CEO

18 DESTA DRIVE • MIDLAND, TEXAS 79705 • P. O. BOX 53310 • MIDLAND, TEXAS 79710 • 432.818.0300 • FAX 432.687.4804

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jane Nelson
Secretary of State

Office of the Secretary of State

July 31, 2024

CT Corporation System
701 Brazos, Ste. 720
Austin, TX 78701 USA

RE:
CrownQuest AcquisitionCo, LLC (File Number: 805337283)
CROWNQUEST OPERATING, LLC (File Number: 705567522)

It has been our pleasure to approve and place on record the filing instrument effecting a merger. The appropriate evidence of filing is attached for your files. Payment of the filing fee is acknowledged by this letter.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Phone: (512) 463-5555
Prepared by: Lisa Sartin

Come visit us on the internet at https://www.sos.texas.gov/
Fax: (512) 463-5709
TID: 10339

Dial: 7-1-1 for Relay Services
Document: 1387337500002

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jane Nelson
Secretary of State

Office of the Secretary of State

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument merging

CrownQuest Merger Sub, LLC
Domestic Limited Liability Company (LLC)
[File Number: 805337291]

Into

CROWNQUEST OPERATING, LLC
Domestic Limited Liability Company (LLC)
[File Number: 705567522]

CrownQuest AcquisitionCo, LLC
Domestic Limited Liability Company (LLC)
[File Number: 805337283]

has been received in this office and has been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the merger on the date shown below.

Dated: 07/31/2024

Effective: 07/31/2024 11:59 pm

Jane Nelson
Secretary of State

THE STATE OF TEXAS
CERTIFICATE OF MERGER

MERGING

CROWNQUEST OPERATING, LLC
(a Texas Limited Liability Company)

WITH

CROWNQUEST ACQUISITIONCO, LLC
(a Texas Limited Liability Company)

AND

CROWNQUEST MERGER SUB, LLC
(a Texas Limited Liability Company)

FILED
In the Office of the
Secretary of State of Texas
JUL 31 2024
Corporations Section

Pursuant to chapter 10 of the Texas Business Organizations Code (as amended from time to time), and the title applicable to the filing entities identified below, the undersigned parties submit this Certificate of Merger for the purpose of effecting the merger of CrownQuest Operating, LLC, a Texas limited liability company, with CrownQuest AcquisitionCo, LLC, a Texas limited liability company, and CrownQuest Merger Sub, LLC, a Texas limited liability company (the "***Merger***").

1. The name, organizational form, state of organization, principal place of business and file number, if any, issued by the secretary of state of the State of Texas for each organization that is party to the Merger are as follows:

Name	Organizational Form	State of Formation	Principal Place of Business	File Number
CrownQuest Operating, LLC	Limited Liability Company	Texas	18 Desta Drive Midland, Texas 79705	0705567522
CrownQuest AcquisitionCo, LLC	Limited Liability Company	Texas	18 Desta Drive Midland, Texas 79705	0805337283
CrownQuest Merger Sub, LLC	Limited Liability Company	Texas	18 Desta Drive Midland, Texas 79705	0805337291

2. The name of each surviving entity of the Merger, organizational form, laws under which each entity is organized and principal place of business are as follows:

Name	Organizational Form	State of Formation	Principal Place of Business	File Number
CrownQuest Operating, LLC	Limited Liability Company	Texas	18 Desta Drive Midland, Texas 79705	0705567522
CrownQuest AcquisitionCo, LLC	Limited Liability Company	Texas	18 Desta Drive Midland, Texas 79705	0805337283

3. A Plan of Merger, dated as of July 31, 2024 (the "***Plan of Merger***"), providing for the Merger has been approved, adopted, executed and acknowledged by each of the constituent entities which is to merge as required by the laws of the jurisdiction of formation of each entity and their governing documents.

4. In lieu of providing the Plan of Merger, each domestic filing entity certifies that:

a. A signed Plan of Merger is on file at the principal place of business of each surviving entity that is named in this Certificate of Merger as a party to the Merger.

b. On written request, a copy of the Plan of Merger will be furnished without cost by each surviving entity to any owner or member of each domestic entity that is a party to the Plan of Merger and to any creditor or obligee of the parties to the Merger at the time of the Merger if a liability or obligation is then outstanding.

c. No amendments to the certificate of formation of each of the parties are effected by the Merger, and the certificate of formation of each of the parties, as in effect immediately before the effective time of the Merger, shall be the certificate of formation of each of the parties at and after the effective time of the Merger until amended as provided by law.

d. No new entities or other organizations are created pursuant to the Plan of Merger.

e. CrownQuest Merger Sub, LLC will not survive the Merger.

5. The Certificate of Merger and Merger shall become effective at 11:59 P.M., Central Time, on July 31, 2024.

6. In lieu of providing the tax certificate, the surviving organizations will be liable for the payment of the required franchise taxes.

[Signature Page Follows]

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are true and correct, and that the person signing is authorized under the provisions of the Texas Business Organizations Code, or other law applicable to and governing the merging entity, to execute the filing instrument.

Date: July 31, 2024

CROWNQUEST OPERATING, LLC

By: EnerQuest Property Management, LLC,
its sole member

By: _____
Name: Tim Dunn
Title: CEO

CROWNQUEST ACQUISITIONCO, LLC

By: CrownQuest Operating, LLC,
its sole member

By: EnerQuest Property Management, LLC,
its sole member

By: _____
Name: Tim Dunn
Title: CEO

CROWNQUEST MERGER SUB, LLC

By: CrownQuest Operating, LLC,
its sole member

By: EnerQuest Property Management, LLC,
its sole member

By: _____
Name: Tim Dunn
Title: CEO

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jane Nelson
Secretary of State

Office of the Secretary of State

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument merging

CrownQuest AcquisitionCo, LLC
Domestic Limited Liability Company (LLC)
[File Number: 805337283]

Into

OxyRock Operating, LLC
Foreign Limited Liability Company (LLC)
Delaware, USA
[File Number: 805570320]

has been received in this office and has been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the merger on the date shown below.

Dated: 08/01/2024

Effective: 08/01/2024 03:30 pm

Jane Nelson
Secretary of State

Form 622
(Revised 12/15)
Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: see instructions

This space reserved for office use.

Certificate of Merger
Combination Merger
Business Organizations Code

Parties to the Merger

Pursuant to chapter 10 of the Texas Business Organizations Code, and the title applicable to each domestic filing entity identified below, the undersigned parties submit this certificate of merger.

The name, organizational form, state of incorporation or organization, and file number, if any, issued by the secretary of state for each organization that is a party to the merger are as follows:

Party 1

CrownQuest AcquisitionCo, LLC
Name of Organization

The organization is a limited liability company It is organized under the laws of
Specify organizational form (e.g., for-profit corporation)

TX United States The file number, if any, is 0805337283
State *Country* *Texas Secretary of State file number*

Its principal place of business is 18 Desta Drive Midland TX
Address *City* *State*

☐ The organization will survive the merger. ☑ The organization will not survive the merger.

☐ The plan of merger amends the name of the organization. The new name is set forth below.

Name as Amended

Party 2

OxyRock Operating, LLC
Name of Organization

The organization is a limited liability company It is organized under the laws of
Specify organizational form (e.g., for-profit corporation)

DE United States The file number, if any, is TX SOS 0805570320
State *Country* *Texas Secretary of State file number*

Its principal place of business is 5 Greenway Plaza, Suite 110 Houston TX
Address *City* *State*

☑ The organization will survive the merger. ☐ The organization will not survive the merger.

☐ The plan of merger amends the name of the organization. The new name is set forth below.

Name as Amended

Party 3

Name of Organization

The organization is a It is organized under the laws of
Specify organizational form (e.g., for-profit corporation)

RECEIVED
AUG 01 2024
Secretary of State

PACKET 17.13

_____ The file number, if any, is _____

State *Country* *Texas Secretary of State file number*

Its principal place of business is _____

Address *City* *State*

☐ The organization will survive the merger. ☐ The organization will not survive the merger.

☐ The plan of merger amends the name of the organization. The new name is set forth below.

_____

Name as Amended

Plan of Merger

☐ The plan of merger is attached.

If the plan of merger is not attached, the following statements must be completed.

Alternative Statements

Instead of providing the plan of merger, each domestic filing entity certifies that:

1. A plan of merger is on file at the principal place of business of each surviving, acquiring, or new domestic entity or non-code organization that is named in this form as a party to the merger or an organization created by the merger.

2. On written request, a copy of the plan of merger will be furnished without cost by each surviving, acquiring, or new domestic entity or non-code organization to any owner or member of any domestic entity that is a party to or created by the plan of merger and, if the certificate of merger identifies multiple surviving domestic entities or non-code organizations, to any creditor or oblige of the parties to the merger at the time of the merger if a liability or obligation is then outstanding.

Item 3A is the default selection. If the merger effected an amendment to, a restatement of, or an amendment and restatement of the certificate of formation of a surviving filing entity, you must select and complete one of the options shown below. Options 3B and 3C require the submission of the described attachment.

3A. No amendments to the certificate of formation of any surviving filing entity that is a party to the merger are effected by the merger.

3B. ☐ No amendments to the certificate of formation of any filing entity are being effected by the merger or by the restated certificate of formation of the surviving filing entity named in the attached restated certificate of formation.

3C. ☐ The plan of merger effected an amendment and restatement of the certificate of formation of a surviving filing entity. The amendments being made and the name of the surviving entity restating its certificate of formation are set forth in the attached restated certificate of formation containing amendments.

3D. ☐ The plan of merger effected amendments or changes to the following surviving filing entity's certificate of formation.

_____

Name of filing entity effecting amendments

The changes or amendments to the filing entity's certificate of formation, other than the name change noted previously, are stated below.

Amendment Text Area

4. Organizations Created by Merger

The name, jurisdiction of organization, principal place of business address, and entity description of each entity or other organization to be created pursuant to the plan of merger are set forth below. The certificate of formation of each new domestic filing entity to be created is being filed with this certificate of merger.

Name of New Organization 1 | *Jurisdiction* | *Entity Type (See instructions)*

Principal Place of Business Address | *City* | *State* | *Zip Code*

Name of New Organization 2 | *Jurisdiction* | *Entity Type (See instructions)*

Principal Place of Business Address | *City* | *State* | *Zip Code*

Name of New Organization 3 | *Jurisdiction* | *Entity Type (See instructions)*

Principal Place of Business Address | *City* | *State* | *Zip*

Approval of the Plan of Merger

The plan of merger has been approved as required by the laws of the jurisdiction of formation of each organization that is a party to the merger and by the governing documents of those organizations.

☐ The approval of the owners or members of _____
Name of domestic entity
was not required by the provisions of the BOC.

Effectiveness of Filing (Select either A, B, or C.)

A. ☐ This document becomes effective when the document is accepted and filed by the secretary of state.

B. ☒ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: August 1, 2024 - 3:30 PM CST

C. ☐ This document takes effect on the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Text Area

Tax Certificate

☐ Attached hereto is a certificate from the comptroller of public accounts that all taxes under title 2, Tax Code, have been paid by the non-surviving filing entity.

☑ Instead of providing the tax certificate, one or more of the surviving, acquiring or newly created organizations will be liable for the payment of the required franchise taxes.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are true and correct, and that the person signing is authorized under the provisions of the Business Organizations Code, or other law applicable to and governing the merging entity, to execute the filing instrument.

Date: August 1, 2024

CrownQuest AcquisitionCo, LLC
Merging Entity Name

Signature of authorized person (see instructions)

Jennifer L. Buchanan
Printed or typed name of authorized person

OxyRock Operating, LLC
Merging Entity Name

Signature of authorized person (see instructions)

Jennifer L. Buchanan
Printed or typed name of authorized person

Merging Entity Name

Signature of authorized person (see instructions)

Printed or typed name of authorized person

March 24, 2025

City of Midland
Attn: John Simmons
P.O. Box 1152
Midland, Texas 79702

Re: Notification of a Name Change of Operator

Dear Mr. Simmons,

This letter will serve as notification by OxyRock Operating, LLC, to the City of Midland of the name change from CrownQuest Operating, LLC to OxyRock Operating, LLC. Effective as of August 1, 2024, CrownQuest Operating, LLC resigned as operator of all contract areas under existing operating agreements covering properties owned by the City of Midland in Midland and Glasscock Counties.

Contemporaneously with such resignation by CrownQuest Operating, LLC, CrownRock, L.P. selected and nominated OxyRock Operating, LLC successor operator of all such operating agreements, and OxyRock Operating, LLC accepted such selection and nomination in connection with all such operating agreements.

This letter shall serve (i) as resignation of operatorship by CrownQuest Operating, LLC, (ii) as selection and nomination of OxyRock Operating, LLC as successor operator, (iii) as acceptance by OxyRock Operating, LLC of operatorship of such operating agreements, and (iv) as notice to the City of Midland of the foregoing.

For your reference, I have attached (a) Certificates of Merger reflecting the facts set forth above, as well as (b) a copy of the operator resignation letter previously sent by OxyRock Operating to its working interest partners under existing operating agreements covering properties owned by the City of Midland.

Thank you for your time and consideration on this matter. If you have any questions or concerns, do not hesitate to contact me using the information provided below.

Matt Ritchey
Surface Landman
(432) 254-9486
Matthew_Ritchey@oxy.com

City Council Meeting

Item Number: 18

Meeting Date: May 13, 2025

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-317-001) WITH PLAINS PIPELINE, L.P., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 5 AND 8, BLOCK 38, T-1-S, T&P RR CO. SURVEY, MARTIN AND MIDLAND COUNTIES, TEXAS (DISTRICT 1) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

This motion will provide a 10-year renewal of a 50’ wide right of way for an existing Twenty-Four inch (24”) Common Carrier, steel construction, oil pipeline on City of Midland owned property. Current Right of Way License 2014-457 dated December 16, 2014 with Plains Pipeline L.P is paid up to date with late fees and the “as-built” pipeline survey provided.

This Right-of-Way License is proposed for a single ten-year term. Terms are consistent with the City’s standard license for facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

The following fees will be collected:

Application fee (one time): $1,000.00 (pd)
($1,500.00 late fee) (pd)
($1,994.29 per month * 5 months) $9,971.49

10-Years Paid In advance:

24” pipeline (703.87 rods x $340/rod): $239,315.80

Total Collected: $249,287.29

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

This pipeline has been safely operated for 10 years and runs North-South from Martin into Midland County.

The pipeline is a Twenty-Four Inch (24”) Common Carrier, ERW-HF Steel Oil line and is buried Forty-Two inches deep.

Certificates of Insurance are on file.

City Secretary to record all documents.

City Manager’s Office

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/06/2024

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

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

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
1300 Post Oak Blvd., Suite 1400
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Old Republic Insurance Company	24147
INSURER B:	Underwriters At Lloyds London	15792
INSURER C:	Ironshore Specialty Insurance Company	25445
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Plains All American Pipeline, L.P.
Plains Marketing, L.P
Plains Pipeline, L.P.
333 Clay St, Suite 1600
Houston TX 77002 USA

COVERAGES **CERTIFICATE NUMBER:** 570109684708 **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,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			MWZY31886524 SIR applies per policy terms & conditions	11/01/2024	11/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$13,000,000 $100,000 $5,000 $13,000,000 $13,000,000 $13,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			MWTB 318866 24	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$15,000,000
B	UMBRELLA LIAB / OCCUR X EXCESS LIAB / X CLAIMS-MADE DED / RETENTION			CSUSA2406841	11/01/2024	11/01/2025	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N: N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC31886324 SIR applies per policy terms & conditions	11/01/2024	11/01/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $2,000,000 $2,000,000 $2,000,000
C	Environmental Site Liability			ISPILLSCBNZB004 Claims Made Coverage	11/01/2024	11/01/2025	Each Event Limit Aggregate Limit	$10,000,000 $10,000,000

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

Pollution policy contains both gradual and Sudden & Accidental Pollution Discharge, for any Pollution discovered in 30 days or less. The City of Midland is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Excess Liability policies. A Waiver of Subrogation is granted in favor of The City Of Midland in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

The City of Midland
PO Box 1152
Midland TX 79702 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570109684708

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AGENCY CUSTOMER ID: 440000000289

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Plains All American Pipeline, L.P.
POLICY NUMBER: See Certificate Number: 570109684708	
CARRIER: See Certificate Number: 570109684708 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

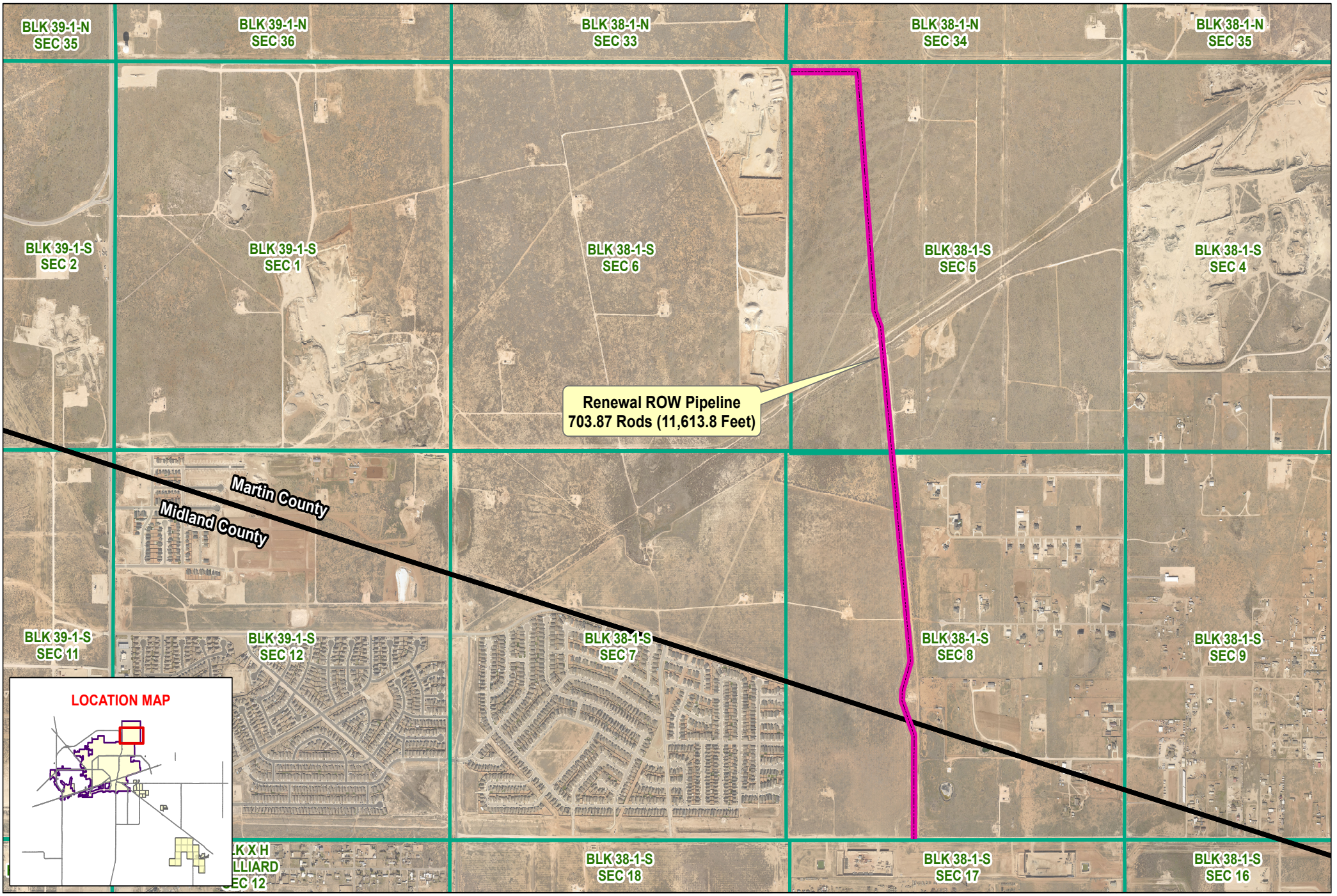
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	Excess Workers Compensation			MWXS31886424 Statutory XS - ND, OH, W' SIR applies per policy terms & conditions	11/01/2024	11/01/2025	Retention	$2,000,000

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Date: 3/31/2025

Renewal ROW
Survey Section
County Boundary

PACKET

18.5

Plains Renewal ROW
Sec 5&8, Blk 38-1-S

May 13, 2025

0 500 1,000 Feet

©THE CITY OF MIDLAND - 2025
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.

MARTIN & MIDLAND COUNTIES, TEXAS

T&P R.R. CO. SURVEY
SECTIONS 5 & 8, BLOCK 38, TOWNSHIP 1 SOUTH
ABSTRACTS 293, 637 & 1213

Graphic Scale in Feet
1000' 500' 0 1000'

N

VICINITY MAP
N.T.S.
A-285 A-672 ℄ OF RIGHT-OF-WAY
A-293
A-671
A-637
MARTIN COUNTY
MIDLAND COUNTY
A-1213

P.O.C.
FOUND 1/2" I.R.
NW COR. SEC. 5
N 032°06'33.31"
W 102°03'52.46"

S 14°32'09" E
130.01'

P.O.B.
N 032°06'32.07"
W 102°03'52.06"

L1 L2 L3 L4

SEE DETAIL "A"

TX-MA_MD-001.000
THE CITY OF MIDLAND
VOLUME 239, PAGE 49
DOC. NO. 2014-1041
D.R.M.C.TX.

MATCH LINE

DETAIL "A"
NOT TO SCALE
25'
℄ OF AS-BUILT PIPELINE
℄ OF RIGHT-OF-WAY
50' RIGHT-OF-WAY

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
P.O.R.	POINT OF REFERENCE
D.R.M.C.TX.	DEED RECORDS, MIDLAND COUNTY, TEXAS
I.R.	IRON ROD
I.P.	IRON PIPE
CONC. MON.	CONCRETE MONUMENT
FNC. CNR.	FENCE CORNER
N.T.S.	NOT TO SCALE
●	FOUND MONUMENT - AS DESCRIBED
o	POINT OF INTERSECTION
℄	PROPERTY LINE
	CENTERLINE OF RIGHT-OF-WAY
℄	SECTION LINE
	ABSTRACT LINE

STATE OF TEXAS
REGISTERED
JASON S. SCYOC
6686
PROFESSIONAL
LAND SURVEYOR

NOTES:
1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY, LOCATION OF BOUNDARY LINES SHOWN IS MADE USING DOCUMENTATION AND FIELD EVIDENCE MADE AVAILABLE TO THE SURVEYOR AT THE TIME THE SURVEY WAS MADE ON THE GROUND.
2. BASIS OF BEARING: NAD83, TEXAS STATE PLANE CENTRAL ZONE, US SURVEY FOOT
3. OWNERSHIP AND DEED REFERENCES DETERMINED BY PLAINS ALL AMERICAN.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT - LIMITED TITLE PROVIDED BY PLAINS ALL AMERICAN.

TOTAL LENGTH CENTERLINE: 11,613.80 FEET = 703.87 RODS
RIGHT-OF-WAY LIMITS: 580,690 SQ. FT. = 13.33 AC.

03/26/2025
JASON S. SCYOC
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6686

REV	DATE	BY	DESCRIPTION	CHK.
1	03/26/25	KER	REVISED PER CLIENT COMMENTS	JSS
0	02/28/25	AOP	ISSUED FOR ACQUISITION	JSS

PROJECT NO: PACKET 66922

PLAINS ORYX PERMIAN

CITY OF MIDLAND AS-BUILTS
THE CITY OF MIDLAND
MARTIN & MIDLAND COUNTIES, TEXAS

18.6

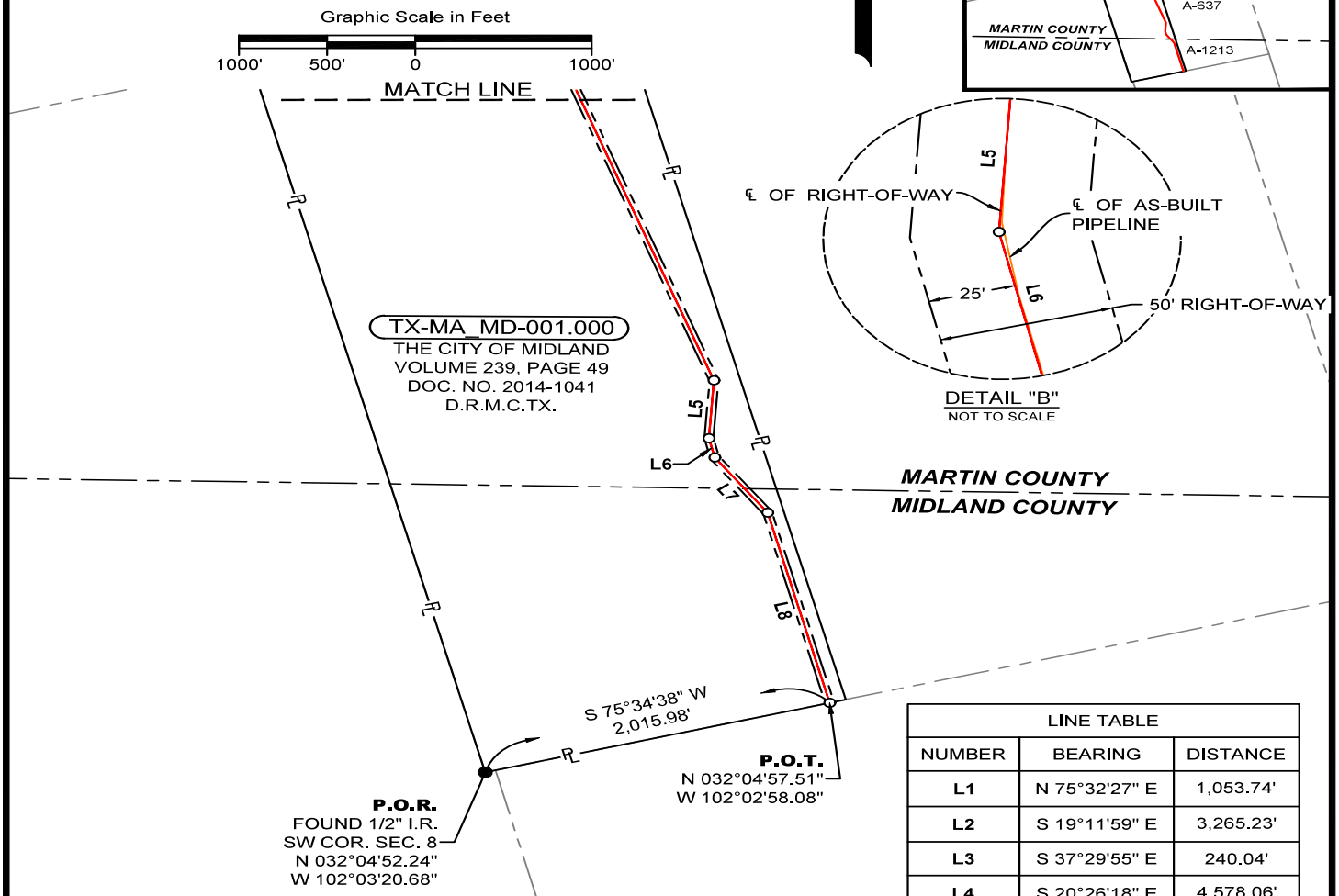
May 13, 2025

encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPLS# - 10194561

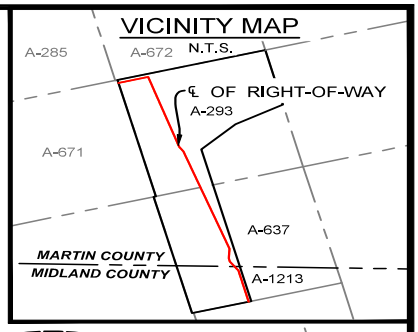
DRAWN BY: AOP	DATE: 02/28/25	DWG. NO: CTMD-TX-MA-MD-001.000_AB	REV. 1
CHECKED BY: JSS	DATE: 02/28/25	SHEET 1 OF 3	
SCALE: 1" = 1000'	APP BY: JSS		

MARTIN & MIDLAND COUNTIES, TEXAS

T&P R.R. CO. SURVEY
SECTIONS 5 & 8, BLOCK 38, TOWNSHIP 1 SOUTH
ABSTRACTS 293, 637 & 1213



DETAIL "B"
NOT TO SCALE



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 75°32'27" E	1,053.74'
L2	S 19°11'59" E	3,265.23'
L3	S 37°29'55" E	240.04'
L4	S 20°26'18" E	4,578.06'
L5	S 03°53'34" W	418.70'
L6	S 13°16'26" E	143.18'
L7	S 36°54'58" E	498.86'
L8	S 14°23'45" E	1,415.99'

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
P.O.R.	POINT OF REFERENCE
D.R.M.C.TX.	DEED RECORDS, MIDLAND COUNTY, TEXAS
I.R.	IRON ROD
I.P.	IRON PIPE
CONC. MON.	CONCRETE MONUMENT
FNC. CNR.	FENCE CORNER
N.T.S.	NOT TO SCALE
●	FOUND MONUMENT - AS DESCRIBED
o	POINT OF INTERSECTION
℄	PROPERTY LINE
	CENTERLINE OF RIGHT-OF-WAY
℄	SECTION LINE
	ABSTRACT LINE

STATE OF TEXAS
REGISTERED
JASON S. SCYOC
6686
PROFESSIONAL
LAND SURVEYOR

NOTES:
1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY, LOCATION OF BOUNDARY LINES SHOWN IS MADE USING DOCUMENTATION AND FIELD EVIDENCE MADE AVAILABLE TO THE SURVEYOR AT THE TIME THE SURVEY WAS MADE ON THE GROUND.
2. BASIS OF BEARING: NAD83, TEXAS STATE PLANE CENTRAL ZONE, US SURVEY FOOT
3. OWNERSHIP AND DEED REFERENCES DETERMINED BY PLAINS ALL AMERICAN.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT - LIMITED TITLE PROVIDED BY PLAINS ALL AMERICAN.

Jason Scyoc
Digitally signed by Jason Scyoc
Date: 2025.03.26 14:15:32 -06'00'

JASON S. SCYOC
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6686

TOTAL LENGTH CENTERLINE: 11,613.80 FEET = 703.87 RODS
RIGHT-OF-WAY LIMITS: 580,690 SQ. FT. = 13.33 AC.

REV	DATE	BY	DESCRIPTION	CHK.
1	03/26/25	KER	REVISED PER CLIENT COMMENTS	JSS
0	02/28/25	AOP	ISSUED FOR ACQUISITION	JSS

PROJECT NO: PACKET 66922

encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPLS# - 10194561

PLAINS ORYX PERMIAN

CITY OF MIDLAND AS-BUILTS
THE CITY OF MIDLAND
MARTIN & MIDLAND COUNTIES, TEXAS

DRAWN BY: AOP	DATE: 02/28/25	DWG. NO: CTMD-TX-MA-MD-001.000_AB	REV. 1
CHECKED BY: JSS	DATE: 02/28/25	SHEET 2 OF 3	
SCALE: 1" = 1000'	APP BY: JSS		

18.7
May 13, 2025

MARTIN & MIDLAND COUNTIES, TEXAS

T&P R.R. CO. SURVEY
SECTIONS 5 & 8, BLOCK 38, TOWNSHIP 1 SOUTH
ABSTRACTS 293, 637 & 1213

BEING A CENTERLINE DESCRIPTION OF A FIFTY (50) FOOT WIDE RIGHT-OF-WAY, LOCATED IN THE T&P R.R. CO. SURVEY, ABSTRACTS 293, 637 & 1213, SECTIONS 5 & 8, BLOCK 38, TOWNSHIP 1 SOUTH, MARTIN & MIDLAND COUNTIES, TEXAS, BEING OUT OF AND A PART OF A TRACT OF LAND, CALLED (NUMBER ONLY) ACRES, AS DESCRIBED IN DEED UNTO THE CITY OF MIDLAND, RECORDED IN VOLUME 239, PAGE 49, OF THE DEED RECORDS, MIDLAND COUNTY, TEXAS; SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS AND DISTANCES CITED HEREIN ARE GRID BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83):

COMMENCING FROM A FOUND 1/2" IRON ROD (N 032°06'33.31", W 102°03'52.46") MARKING THE NORTHWEST CORNER OF SAID SECTION 5;

THENCE, SOUTH 14°32'09" EAST, A DISTANCE OF 130.01 FEET TO THE **POINT OF BEGINNING** (N 032°06'32.07", W 102°03'52.06") OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, NORTH 75°32'27" EAST, A DISTANCE OF 1,053.74 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 19°11'59" EAST, A DISTANCE OF 3,265.23 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 37°29'55" EAST, A DISTANCE OF 240.04 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 20°26'18" EAST, A DISTANCE OF 4,578.06 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 03°53'34" WEST, A DISTANCE OF 418.70 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

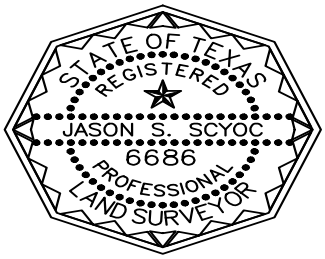
THENCE, SOUTH 13°16'26" EAST, A DISTANCE OF 143.18 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 36°54'58" EAST, A DISTANCE OF 498.86 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 14°23'45" EAST, A DISTANCE OF 1,415.99 FEET TO THE **POINT OF TERMINATION** (N 032°04'57.51", W 102°02'58.08") OF THE HEREIN DESCRIBED CENTERLINE, FROM WHICH A FOUND 1/2" IRON ROD (N 032°04'52.24", W 102°03'20.68") MARKING THE SOUTHWEST CORNER OF SAID SECTION 8, BEARS SOUTH 75°34'38" WEST, A DISTANCE OF 2,015.98 FEET;

THE SIDELINES OF SAID RIGHT-OF-WAY ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON SAID PARCEL BOUNDARY LINES;

THE TOTAL LENGTH OF THE ABOVE DESCRIBED SURVEY LINE IS 11,613.80 FEET (703.87 RODS), WITH THE RIGHT-OF-WAY CONTAINING AN AREA OF 580,690 SQUARE FEET OR 13.33 ACRES OF LAND, MORE OR LESS.



JASON S. SCYOC
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6686

REV	DATE	BY	DESCRIPTION	CHK.
1	03/26/25	KER	REVISED PER CLIENT COMMENTS	JSS
0	02/28/25	AOP	ISSUED FOR ACQUISITION	JSS

PROJECT NO: PACKP1 66922

encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPLS# - 10194561

PLAINS ORYX PERMIAN

CITY OF MIDLAND AS-BUILTS
THE CITY OF MIDLAND
MARTIN & MIDLAND COUNTIES, TEXAS

DRAWN BY: AOP	DATE: 02/28/25	DWG. NO: CTMD-TX-MA-MD-001.000_AB	REV. 1
CHECKED BY: JSS	DATE: 02/28/25	SHEET 3 OF 3	
SCALE: N.T.S	APP BY: JSS		

18.8 May 13, 2025

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	May 14, 2025
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Tommy Gonzalez, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	**Plains Pipeline, L.P.**
Licensee's Representative:	**George N. Polydoros**
Licensee's Mailing Address:	333 Clay Street, Suite 1800 Houston, Texas 77002
Property:	As described in Article III below
License Number:	**25-317-001**

Licensee desires use of certain Property (as defined below) in Midland and Martin Counties, Texas for purposes set forth below. Licensor hereby authorizes Licensee to act as described in this license (this "License") limited to any and all rights Licensor may have to the Property and subject to any and all validly existing encumbrances, conditions, and restrictions relating to the Property.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Term. This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the

breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of TWO HUNDRED FORTY-NINE THOUSAND TWO HUNDRED EIGHTY-SEVEN and 29/100 Dollars ($249,287.29) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

C. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

D. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being fifty (50) feet in width of the locations with operations limited to areas as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a ERW-HF steel pipeline, not to exceed twenty-four (24) inches in diameter, for the transportation of oil and to have the right of ingress and egress at convenient points for such purpose (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than forty-two (42) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE OR OTHER PERMITTED FACILITIES ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline or other permitted facilities built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for

any purpose.

IV. Standard General Conditions

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

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

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

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER

AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN

CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

LICENSEE AGREES AND ACKNOWLEDGES THAT THE TERMS, PROVISION, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL APPLY TO AND COVER ANY ACTIVITIES CONDUCTED IN FURTHERANCE OF LICENSEE'S OPERATIONS SINCE DECEMBER 16, 2024.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

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

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND

AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

LICENSEE AGREES AND ACKNOWLEDGES THAT THE TERMS, PROVISION, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.E. SHALL APPLY TO AND COVER ANY ACTIVITIES CONDUCTED IN FURTHERANCE OF LICENSEE'S OPERATIONS SINCE DECEMBER 16, 2024.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

LICENSEE AGREES AND ACKNOWLEDGES THAT THE TERMS, PROVISION, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.G. SHALL APPLY TO AND COVER ANY ACTIVITIES CONDUCTED IN FURTHERANCE OF LICENSEE'S OPERATIONS SINCE DECEMBER 16, 2024.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

I. Third-Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee

from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

[Signature Pages Follow]

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

LICENSEE:
PLAINS PIPELINE, L.P.

JM

By: _____
Printed Name: George N. Polydoros
Title: Vice President

THE STATE OF Texas §
§
COUNTY OF Harris § §

BEFORE ME, the undersigned authority, on this 23 day of April, 2025 personally appeared George N. Polydoros an officer of Plains Pipeline, L.P., 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 23 day of April, 2025.

Jason Lynn Jones
My Commission Expires
04/30/2029
Notary ID133073886

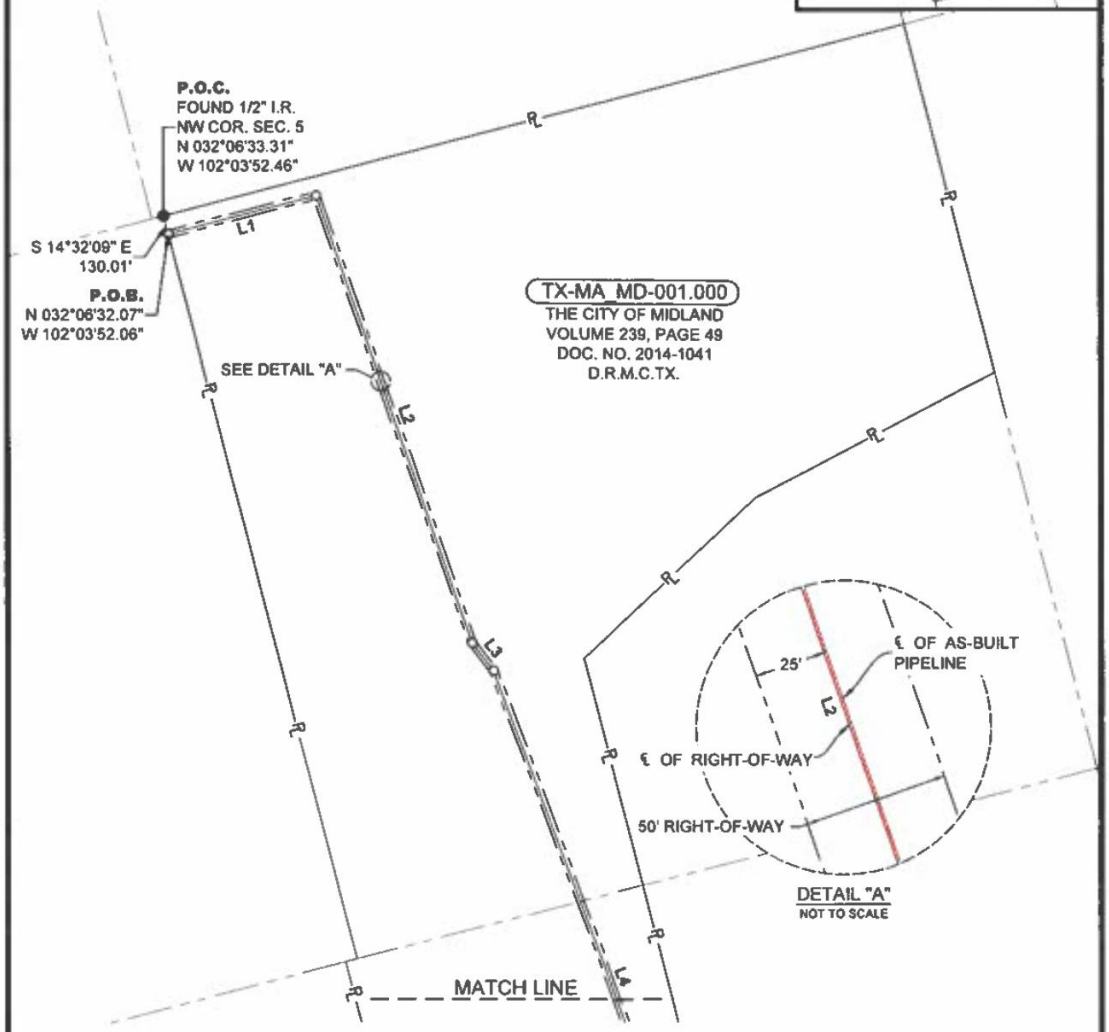
_____
Notary Public, State of TX

EXHIBIT A

MARTIN & MIDLAND COUNTIES, TEXAS

T&P R.R. CO. SURVEY
SECTIONS 5 & 8, BLOCK 38, TOWNSHIP 1 SOUTH
ABSTRACTS 293, 637 & 1213





LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
P.O.R.	POINT OF REFERENCE
D.R.M.C.TX.	DEED RECORDS, MIDLAND COUNTY, TEXAS
I.R.	IRON ROD
I.P.	IRON PIPE
CONC. MON.	CONCRETE MONUMENT
FNC. CNR.	FENCE CORNER
N.T.S.	NOT TO SCALE
●	FOUND MONUMENT - AS DESCRIBED
○	POINT OF INTERSECTION
℄	PROPERTY LINE
	CENTERLINE OF RIGHT-OF-WAY
℄	SECTION LINE
	ABSTRACT LINE

STATE OF TEXAS
REGISTERED
JASON S. SCYOC
6686
PROFESSIONAL
LAND SURVEYOR

NOTES:
1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. LOCATION OF BOUNDARY LINES SHOWN IS MADE USING DOCUMENTATION AND FIELD EVIDENCE MADE AVAILABLE TO THE SURVEYOR AT THE TIME THE SURVEY WAS MADE ON THE GROUND.
2. BASIS OF BEARING NAD83, TEXAS STATE PLANE CENTRAL ZONE, US SURVEY FOOT
3. OWNERSHIP AND DEED REFERENCES DETERMINED BY PLAINS ALL AMERICAN.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT - LIMITED TITLE PROVIDED BY PLAINS ALL AMERICAN

TOTAL LENGTH CENTERLINE: 11,613.80 FEET = 703.87 RODS
RIGHT-OF-WAY LIMITS: 580,690 SQ. FT. = 13.33 AC.

03/26/2025
JASON S. SCYOC
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6686

REV	DATE	BY	DESCRIPTION	CHK.
1	03/26/25	KER	REVISED PER CLIENT COMMENTS	JSS
0	02/28/25	AOP	ISSUED FOR ACQUISITION	JSS

PROJECT NO. 66922

ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER 832-781-4800
TBPLS# - 10194381

PLAINS ORYX PERMIAN

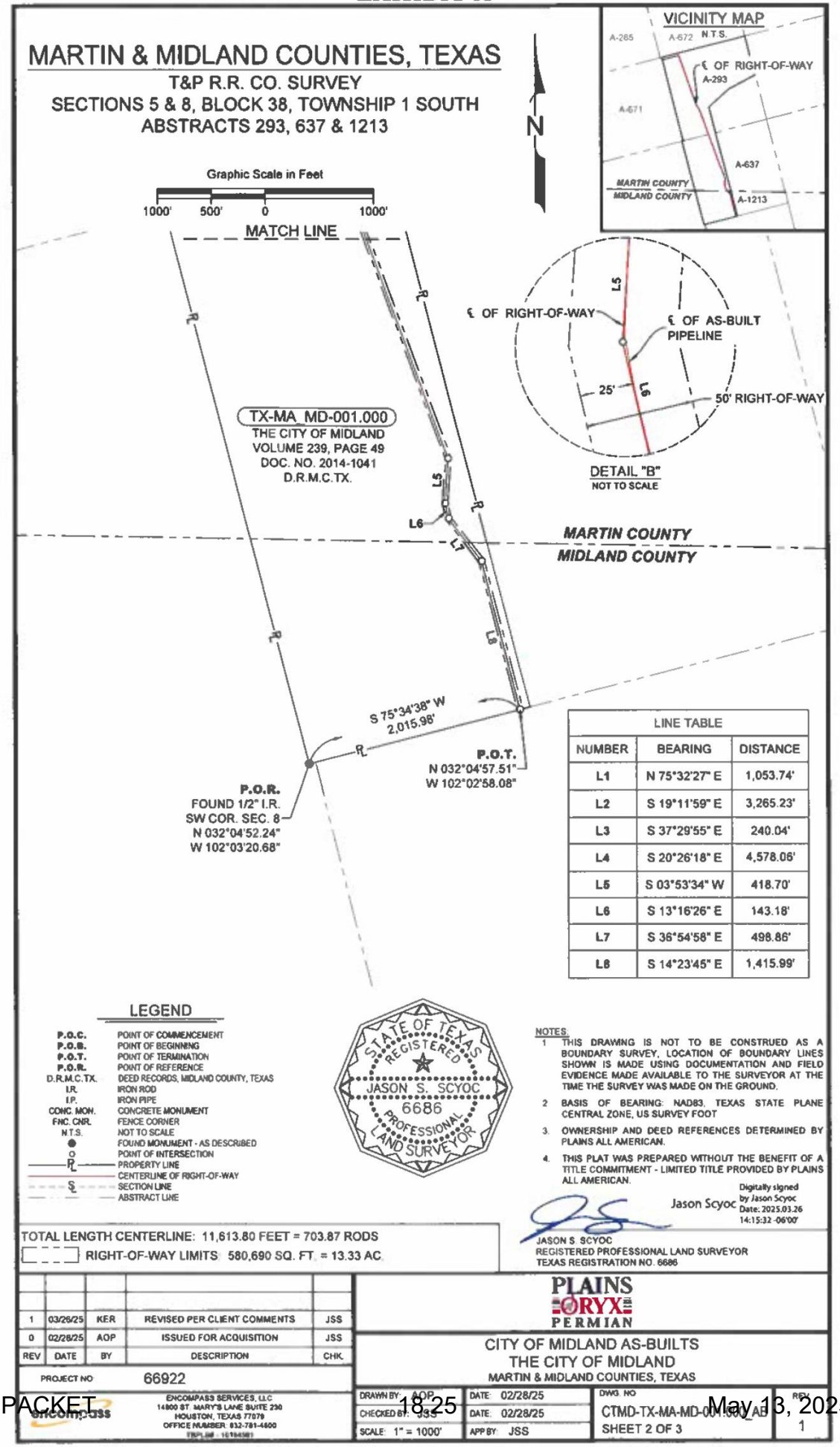
CITY OF MIDLAND AS-BUILTS
THE CITY OF MIDLAND
MARTIN & MIDLAND COUNTIES, TEXAS

DRAWN BY: AOP	DATE: 02/28/25	DWG. NO	REV
CHECKED BY: JSS	DATE: 02/28/25	CTMD-TX-MA-MD-001.000_AB	1
SCALE: 1" = 1000'	APP BY: JSS	SHEET 1 OF 3	

EXHIBIT A

MARTIN & MIDLAND COUNTIES, TEXAS

T&P R.R. CO. SURVEY
SECTIONS 5 & 8, BLOCK 38, TOWNSHIP 1 SOUTH
ABSTRACTS 293, 637 & 1213



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 75°32'27" E	1,053.74'
L2	S 19°11'59" E	3,265.23'
L3	S 37°29'55" E	240.04'
L4	S 20°26'18" E	4,578.06'
L5	S 03°53'34" W	418.70'
L6	S 13°16'26" E	143.18'
L7	S 36°54'58" E	498.86'
L8	S 14°23'45" E	1,415.99'

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
P.O.R.	POINT OF REFERENCE
D.R.M.C.TX.	DEED RECORDS, MIDLAND COUNTY, TEXAS
I.R.	IRON ROD
I.P.	IRON PIPE
CONC. MON.	CONCRETE MONUMENT
FNC. CNR.	FENCE CORNER
N.T.S.	NOT TO SCALE
●	FOUND MONUMENT - AS DESCRIBED
O	POINT OF INTERSECTION
℄	PROPERTY LINE
	CENTERLINE OF RIGHT-OF-WAY
℄	SECTION LINE
	ABSTRACT LINE

STATE OF TEXAS REGISTERED JASON S. SCYOC 6686 PROFESSIONAL LAND SURVEYOR

NOTES:
1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY, LOCATION OF BOUNDARY LINES SHOWN IS MADE USING DOCUMENTATION AND FIELD EVIDENCE MADE AVAILABLE TO THE SURVEYOR AT THE TIME THE SURVEY WAS MADE ON THE GROUND.
2. BASIS OF BEARING: NAD83, TEXAS STATE PLANE CENTRAL ZONE, US SURVEY FOOT
3. OWNERSHIP AND DEED REFERENCES DETERMINED BY PLAINS ALL AMERICAN.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT - LIMITED TITLE PROVIDED BY PLAINS ALL AMERICAN.

Jason Scyoc
Digitally signed by Jason Scyoc
Date: 2025.03.26 14:15:32 -06'00'

TOTAL LENGTH CENTERLINE: 11,613.80 FEET = 703.87 RODS
RIGHT-OF-WAY LIMITS: 580,690 SQ. FT. = 13.33 AC.

JASON S. SCYOC
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6686

REV	DATE	BY	DESCRIPTION	CHK.
1	03/26/25	KER	REVISED PER CLIENT COMMENTS	JSS
0	02/28/25	AOP	ISSUED FOR ACQUISITION	JSS

PROJECT NO: 66922

encompass

ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4600

PLAINS ORYX PERMIAN

CITY OF MIDLAND AS-BUILTS
THE CITY OF MIDLAND
MARTIN & MIDLAND COUNTIES, TEXAS

DRAWN BY: AOP	DATE: 02/28/25	DWG. NO: CTMD-TX-MA-MD-001.000_AB	REV: 1
CHECKED BY: JSS	DATE: 02/28/25	SHEET 2 OF 3	
SCALE: 1" = 1000'	APP BY: JSS		

EXHIBIT A

MARTIN & MIDLAND COUNTIES, TEXAS

T&P R.R. CO. SURVEY
SECTIONS 5 & 8, BLOCK 38, TOWNSHIP 1 SOUTH
ABSTRACTS 293, 637 & 1213

BEING A CENTERLINE DESCRIPTION OF A FIFTY (50) FOOT WIDE RIGHT-OF-WAY, LOCATED IN THE T&P R.R. CO. SURVEY, ABSTRACTS 293, 637 & 1213, SECTIONS 5 & 8, BLOCK 38, TOWNSHIP 1 SOUTH, MARTIN & MIDLAND COUNTIES, TEXAS, BEING OUT OF AND A PART OF A TRACT OF LAND, CALLED (NUMBER ONLY) ACRES, AS DESCRIBED IN DEED UNTO THE CITY OF MIDLAND, RECORDED IN VOLUME 239, PAGE 49, OF THE DEED RECORDS, MIDLAND COUNTY, TEXAS, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS AND DISTANCES CITED HEREIN ARE GRID BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83):

COMMENCING FROM A FOUND 1/2" IRON ROD (N 032°06'33.31", W 102°03'52.46") MARKING THE NORTHWEST CORNER OF SAID SECTION 5;

THENCE, SOUTH 14°32'09" EAST, A DISTANCE OF 130.01 FEET TO THE POINT OF BEGINNING (N 032°06'32.07", W 102°03'52.06") OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, NORTH 75°32'27" EAST, A DISTANCE OF 1,053.74 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 19°11'59" EAST, A DISTANCE OF 3,265.23 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 37°29'55" EAST, A DISTANCE OF 240.04 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 20°26'18" EAST, A DISTANCE OF 4,578.06 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 03°53'34" WEST, A DISTANCE OF 418.70 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 13°16'26" EAST, A DISTANCE OF 143.18 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 36°54'58" EAST, A DISTANCE OF 498.86 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 14°23'45" EAST, A DISTANCE OF 1,415.99 FEET TO THE POINT OF TERMINATION (N 032°04'57.51", W 102°02'58.08") OF THE HEREIN DESCRIBED CENTERLINE, FROM WHICH A FOUND 1/2" IRON ROD (N 032°04'52.24", W 102°03'20.68") MARKING THE SOUTHWEST CORNER OF SAID SECTION 8, BEARS SOUTH 75°34'38" WEST, A DISTANCE OF 2,015.98 FEET;

THE SIDELINES OF SAID RIGHT-OF-WAY ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON SAID PARCEL BOUNDARY LINES;

THE TOTAL LENGTH OF THE ABOVE DESCRIBED SURVEY LINE IS 11,613.80 FEET (703.87 RODS), WITH THE RIGHT-OF-WAY CONTAINING AN AREA OF 580,690 SQUARE FEET OR 13.33 ACRES OF LAND, MORE OR LESS.



JASON S SCYOC
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6686

REV	DATE	BY	DESCRIPTION	CHK.
1	03/26/25	KER	REVISED PER CLIENT COMMENTS	JSS
0	02/28/25	AOP	ISSUED FOR ACQUISITION	JSS

PROJECT NO: 66922

ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER 832-781-4900
TBPLS# - 10194501

PLAINS ORYX PERMIAN

CITY OF MIDLAND AS-BUILTS
THE CITY OF MIDLAND
MARTIN & MIDLAND COUNTIES, TEXAS

DRAWN BY: AOP	DATE: 02/28/25	DWG. NO: CTMD-TX-MA-MD-001.000_AB	REV: 1
CHECKED BY: JSS	DATE: 02/28/25	SHEET 3 OF 3	
SCALE: N.T.S	APP BY: JSS		

City Council Meeting

Item Number: 19

Meeting Date: May 13, 2025

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-327-002) WITH PLAINS PIPELINE, L.P., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 44, BLOCK 38, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS. (DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

This motion will provide a 10-year renewal of a 50’ wide right of way for an existing Twenty-Four inch (24”) Common Carrier, steel construction, oil pipeline on City of Midland owned property. Current Right of Way License 2014-456 dated December 16, 2014 with Plains Pipeline L.P., by Plains GP LLC is paid up to date with late fees and the “as-built” pipeline survey provided.

This Right-of-Way License is proposed for a single ten-year term. Terms are consistent with the City’s standard license for facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

The following fees will be collected:

Application fee (one time): $1,000.00 (pd)
($1,500.00 late fee) (pd)

10-Years Paid In advance:

24” pipeline (52.62 rods x $340/rod): $17,890.80

Total Collected: $18,636.25

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

This pipeline has been safely operated for 10 years on the North East quarter of Section 44 on the City of Midland Plant Farm property away from any City facilities.

The pipeline is a Twenty-Four Inch (24”) Common Carrier, ERW-HF Steel Oil line and is buried Forty-Two inches deep.

Certificates of Insurance are on file.

City Secretary to record all documents.

City Manager’s Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	May 14, 2025
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Tommy Gonzalez, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	**Plains Pipeline, L.P.**
Licensee's Representative:	**George N. Polydoros**
Licensee's Mailing Address:	333 Clay Street, Suite 1800 Houston, Texas 77002
Property:	As described in Article III below
License Number:	**25-317-002**

Licensee desires use of certain Property (as defined below) in Midland County, Texas for purposes set forth below. Licensor hereby authorizes Licensee to act as described in this license (this "License") limited to any and all rights Licensor may have to the Property and subject to any and all validly existing encumbrances, conditions, and restrictions relating to the Property.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Term. This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of EIGHTEEN THOUSAND SIX HUNDRED THIRTY-SIX and 25/100 Dollars ($18,636.25) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

C. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

D. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being fifty (50) feet in width of the locations with operations limited to areas as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a steel construction pipeline, not to exceed twenty-four (24) inches in diameter, for the transportation of oil and to have the right of ingress and egress at convenient points for such purpose (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than forty-two (42) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or

cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE OR OTHER PERMITTED FACILITIES ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline or other permitted facilities built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

IV. Standard General Conditions

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

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

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

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR)

BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS'

FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

LICENSEE AGREES AND ACKNOWLEDGES THAT THE TERMS, PROVISION, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL APPLY TO AND COVER ANY ACTIVITIES CONDUCTED IN FURTHERANCE OF LICENSEE'S OPERATIONS SINCE DECEMBER 16, 2024.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

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

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

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

BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

LICENSEE AGREES AND ACKNOWLEDGES THAT THE TERMS, PROVISION, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.E. SHALL APPLY TO AND COVER ANY ACTIVITIES CONDUCTED IN FURTHERANCE OF LICENSEE'S OPERATIONS SINCE DECEMBER 16, 2024.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

LICENSEE AGREES AND ACKNOWLEDGES THAT THE TERMS, PROVISION, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.G. SHALL APPLY TO AND COVER ANY ACTIVITIES CONDUCTED IN FURTHERANCE OF LICENSEE'S OPERATIONS SINCE DECEMBER 16, 2024.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

I. Third-Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a

specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

[Signature Pages Follow]

LICENSOR:
CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

LICENSEE:
PLAINS PIPELINE, L.P.

By: _____
Printed Name: George N. Polydoros
Title: Vice President

THE STATE OF Texas §
§
COUNTY OF Harris § §

BEFORE ME, the undersigned authority, on this 23 day of April, 2025 personally appeared George N. Polydoros an officer of Plains Pipeline, L.P., 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 23 day of April, 2025.

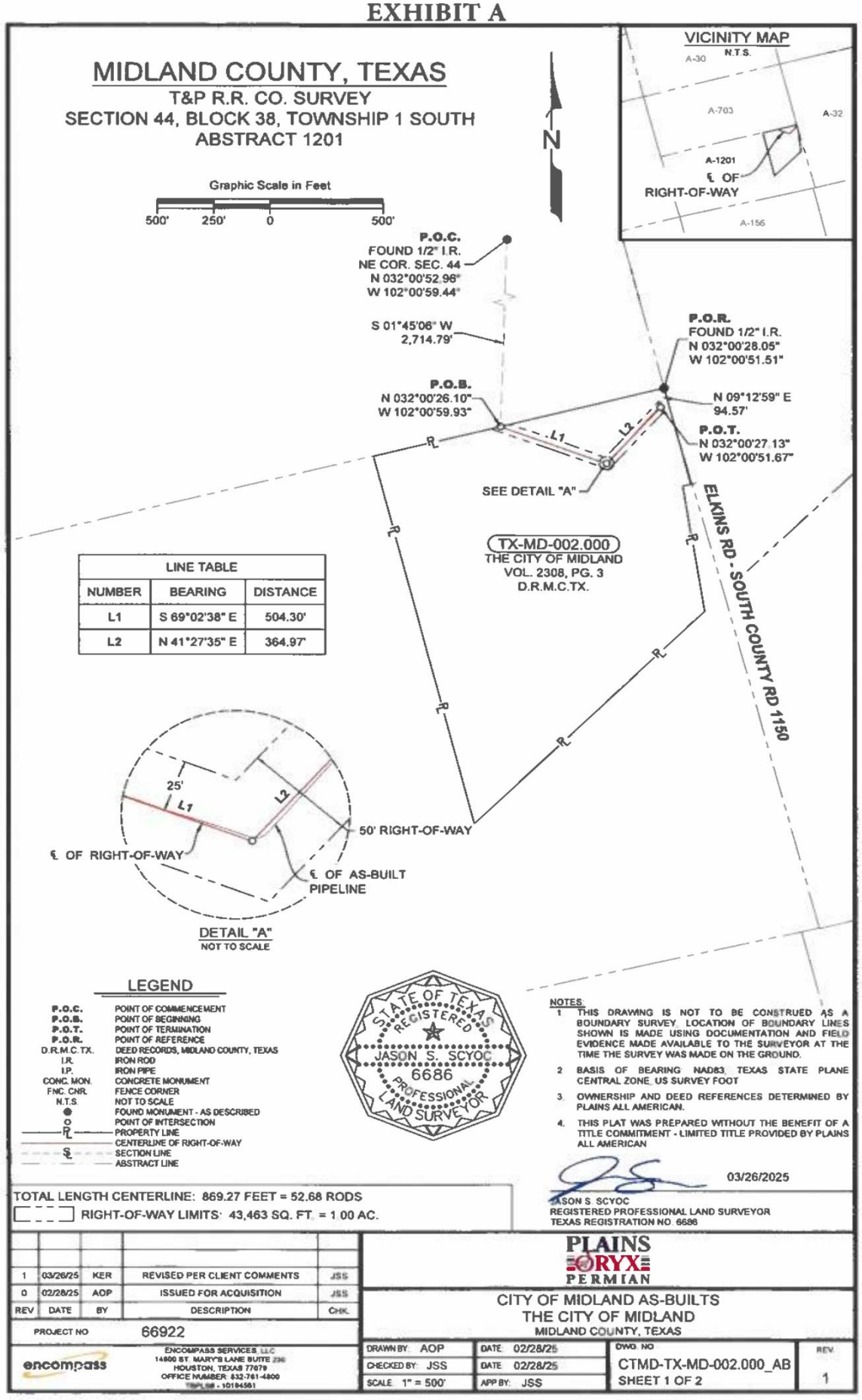
Jason Lynn Jones
My Commission Expires
04/30/2029
Notary ID133073866

_____
Notary Public, State of TX

EXHIBIT A

MIDLAND COUNTY, TEXAS

T&P R.R. CO. SURVEY
SECTION 44, BLOCK 38, TOWNSHIP 1 SOUTH
ABSTRACT 1201



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 69°02'38" E	504.30'
L2	N 41°27'35" E	364.97'

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
P.O.R.	POINT OF REFERENCE
D.R.M.C.TX.	DEED RECORDS, MIDLAND COUNTY, TEXAS
I.R.	IRON ROD
I.P.	IRON PIPE
CONC. MON.	CONCRETE MONUMENT
FNC. CNR.	FENCE CORNER
N.T.S.	NOT TO SCALE
●	FOUND MONUMENT - AS DESCRIBED
○	POINT OF INTERSECTION
℄	PROPERTY LINE
	CENTERLINE OF RIGHT-OF-WAY
℄	SECTION LINE
	ABSTRACT LINE

STATE OF TEXAS
REGISTERED
JASON S. SCYOC
6686
PROFESSIONAL
LAND SURVEYOR

NOTES:
1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. LOCATION OF BOUNDARY LINES SHOWN IS MADE USING DOCUMENTATION AND FIELD EVIDENCE MADE AVAILABLE TO THE SURVEYOR AT THE TIME THE SURVEY WAS MADE ON THE GROUND.
2. BASIS OF BEARING: NAD83, TEXAS STATE PLANE CENTRAL ZONE, US SURVEY FOOT
3. OWNERSHIP AND DEED REFERENCES DETERMINED BY PLAINS ALL AMERICAN.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT - LIMITED TITLE PROVIDED BY PLAINS ALL AMERICAN

TOTAL LENGTH CENTERLINE: 869.27 FEET = 52.68 RODS
RIGHT-OF-WAY LIMITS: 43,463 SQ. FT. = 1.00 AC.

03/26/2025
JASON S. SCYOC
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6686

REV	DATE	BY	DESCRIPTION	CHK.
1	03/26/25	KER	REVISED PER CLIENT COMMENTS	JSS
0	02/28/25	AOP	ISSUED FOR ACQUISITION	JSS

PROJECT NO 66922

ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 236
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-761-4800
TBPLS#: - 10194581

PLAINS ORYX PERMIAN

CITY OF MIDLAND AS-BUILTS
THE CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

DRAWN BY: AOP	DATE: 02/28/25	DWG. NO: CTMD-TX-MD-002.000_AB	REV: 1
CHECKED BY: JSS	DATE: 02/28/25	SHEET 1 OF 2	
SCALE: 1" = 500'	APP BY: JSS		

EXHIBIT A

MIDLAND COUNTY, TEXAS

T&P R.R. CO. SURVEY
SECTION 44, BLOCK 38, TOWNSHIP 1 SOUTH
ABSTRACT 1201

BEING A CENTERLINE DESCRIPTION OF A FIFTY (50) FOOT WIDE RIGHT-OF-WAY, LOCATED IN THE T&P R.R. CO. SURVEY, ABSTRACT 1201, SECTION 44, BLOCK 38, TOWNSHIP 1 SOUTH, MIDLAND COUNTY, TEXAS, BEING OUT OF AND A PART OF A TRACT OF LAND, AS DESCRIBED IN DEED UNTO THE CITY OF MIDLAND, RECORDED IN VOL. 2308, PG. 3, OF THE DEED RECORDS, MIDLAND COUNTY, TEXAS; SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS AND DISTANCES CITED HEREIN ARE GRID BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83):

COMMENCING FROM A FOUND 1/2" IRON ROD (N 032°00'52.96", W 102°00'59.44") MARKING THE NORTHEAST CORNER OF SAID SECTION 44;

THENCE, SOUTH 01°45'06" WEST, A DISTANCE OF 2,714.79 FEET TO THE POINT OF BEGINNING (N 032°00'26.10", W 102°00'59.93") OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 69°02'38" EAST, A DISTANCE OF 504.30 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, NORTH 41°27'35" EAST, A DISTANCE OF 364.97 FEET TO THE POINT OF TERMINATION (N 032°00'27.13", W 102°00'51.67") OF THE HEREIN DESCRIBED CENTERLINE, FROM WHICH A FOUND 1/2" IRON (N 032°00'28.05", W 102°00'51.51") MARKING THE NORTHEAST CORNER OF ABSTRACT 1201, BEARS NORTH 09°12'59" EAST, A DISTANCE OF 94.57 FEET;

THE SIDELINES OF SAID RIGHT-OF-WAY ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON SAID PARCEL BOUNDARY LINES;

THE TOTAL LENGTH OF THE ABOVE DESCRIBED SURVEY LINE IS 869.27 FEET (52.68 RODS), WITH THE RIGHT-OF-WAY CONTAINING AN AREA OF 43,463 SQUARE FEET OR 1.00 ACRES OF LAND, MORE OR LESS.

STATE OF TEXAS
REGISTERED
JASON S. SCYOC
6686
PROFESSIONAL
LAND SURVEYOR

Jason Scyoc

Digitally signed by Jason Scyoc
Date: 2025.03.26 14:16:43 -06'00'

JASON S. SCYOC
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6686

REV	DATE	BY	DESCRIPTION	CHK.
1	03/26/25	KER	REVISED PER CLIENT COMMENTS	JSS
0	02/28/25	AOP	ISSUED FOR ACQUISITION	JSS

PROJECT NO. 66922

encompass

ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4600
TBPLS# - 10194561

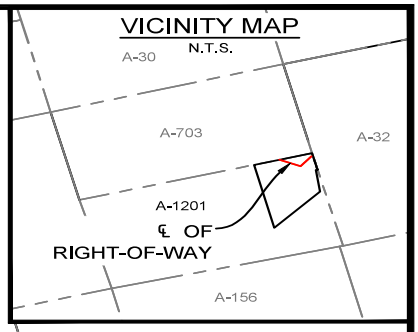
PLAINS ORYX PERMIAN

CITY OF MIDLAND AS-BUILTS
THE CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

DRAWN BY: AOP	DATE: 02/28/25	DWG. NO: CTMD-TX-MD-002.000_AB	REV. 1
CHECKED BY: JSS	DATE: 02/28/25	SHEET 2 OF 2	
SCALE: N.T.S	APP BY: JSS		

MIDLAND COUNTY, TEXAS

T&P R.R. CO. SURVEY
SECTION 44, BLOCK 38, TOWNSHIP 1 SOUTH
ABSTRACT 1201



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 69°02'38" E	504.30'
L2	N 41°27'35" E	364.97'

DETAIL "A"
NOT TO SCALE

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
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D.R.M.C.TX.	DEED RECORDS, MIDLAND COUNTY, TEXAS
I.R.	IRON ROD
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	CENTERLINE OF RIGHT-OF-WAY
℄	SECTION LINE
	ABSTRACT LINE

STATE OF TEXAS
REGISTERED
JASON S. SCYOC
6686
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY, LOCATION OF BOUNDARY LINES SHOWN IS MADE USING DOCUMENTATION AND FIELD EVIDENCE MADE AVAILABLE TO THE SURVEYOR AT THE TIME THE SURVEY WAS MADE ON THE GROUND.
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03/26/2025

JASON S. SCYOC
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6686

TOTAL LENGTH CENTERLINE: 869.27 FEET = 52.68 RODS
RIGHT-OF-WAY LIMITS: 43,463 SQ. FT. = 1.00 AC.

REV	DATE	BY	DESCRIPTION	CHK.
1	03/26/25	KER	REVISED PER CLIENT COMMENTS	JSS
0	02/28/25	AOP	ISSUED FOR ACQUISITION	JSS

PROJECT NO: PACK21 66922

encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPLS# - 10194561

PLAINS ORYX PERMIAN

CITY OF MIDLAND AS-BUILTS
THE CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

DRAWN BY: AOP	DATE: 02/28/25	DWG. NO: CTMD-TX-MD-002.000_AB	REV. 1
CHECKED BY: JSS	DATE: 02/28/25	SHEET 1 OF 2	
SCALE: 1" = 500'	APP BY: JSS		

19 20 May 13, 2025

MIDLAND COUNTY, TEXAS

T&P R.R. CO. SURVEY
SECTION 44, BLOCK 38, TOWNSHIP 1 SOUTH
ABSTRACT 1201

BEING A CENTERLINE DESCRIPTION OF A FIFTY (50) FOOT WIDE RIGHT-OF-WAY, LOCATED IN THE T&P R.R. CO. SURVEY, ABSTRACT 1201, SECTION 44, BLOCK 38, TOWNSHIP 1 SOUTH, MIDLAND COUNTY, TEXAS, BEING OUT OF AND A PART OF A TRACT OF LAND, AS DESCRIBED IN DEED UNTO THE CITY OF MIDLAND, RECORDED IN VOL. 2308, PG. 3, OF THE DEED RECORDS, MIDLAND COUNTY, TEXAS; SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS AND DISTANCES CITED HEREIN ARE GRID BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83):

COMMENCING FROM A FOUND 1/2" IRON ROD (N 032°00'52.96", W 102°00'59.44") MARKING THE NORTHEAST CORNER OF SAID SECTION 44;

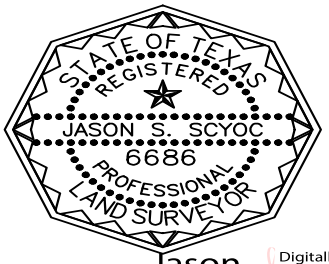
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Jason Scyoc

Digitally signed by Jason Scyoc
Date: 2025.03.26 14:16:43 -06'00'

JASON S. SCYOC
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6686

REV	DATE	BY	DESCRIPTION	CHK.
1	03/26/25	KER	REVISED PER CLIENT COMMENTS	JSS
0	02/28/25	AOP	ISSUED FOR ACQUISITION	JSS

PROJECT NO: PACKET 669922

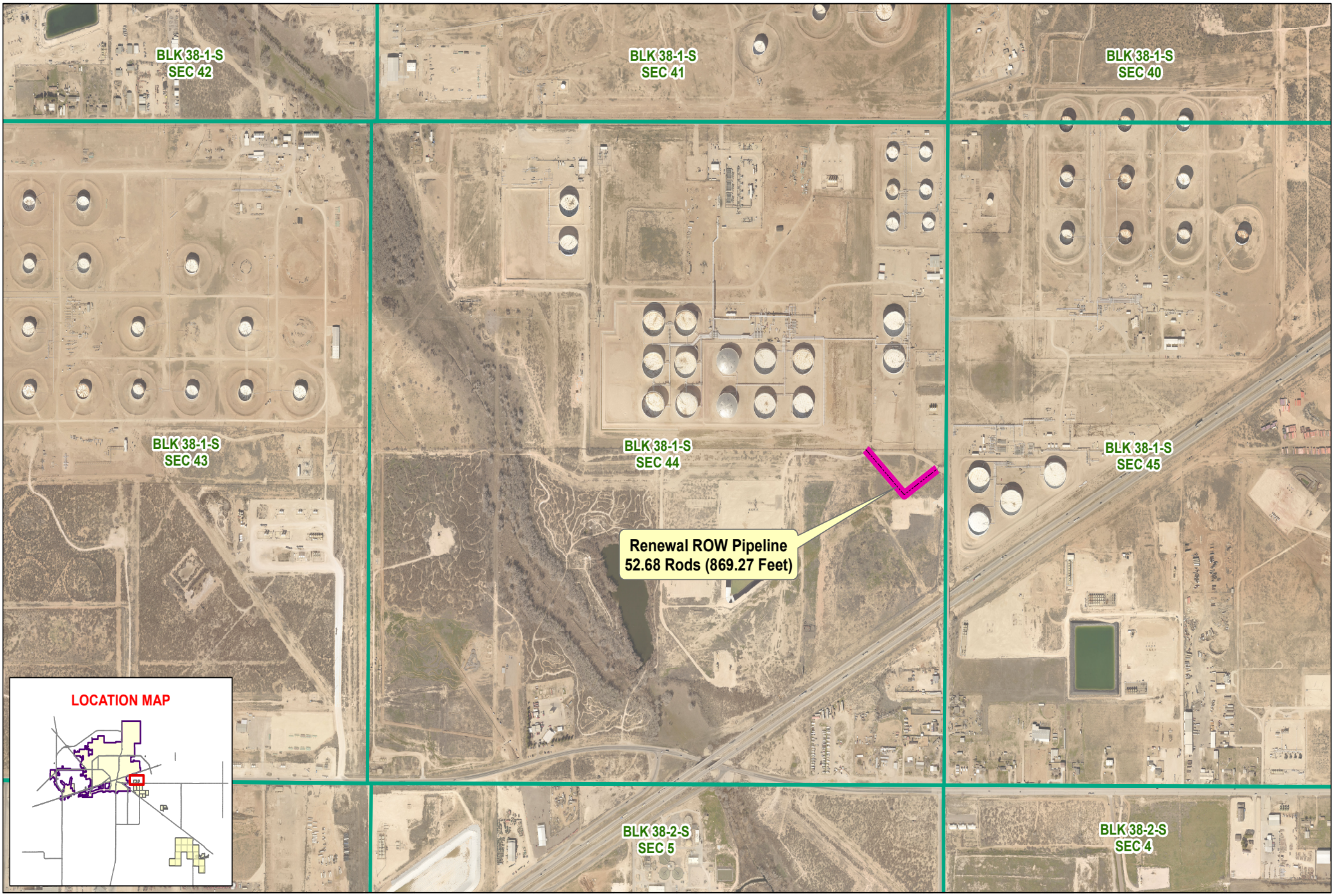
encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
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OFFICE NUMBER: 832-781-4800
TBPLS# - 10194561

PLAINS ORYX PERMIAN

CITY OF MIDLAND AS-BUILTS
THE CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

DRAWN BY: AOP	DATE: 02/28/25	DWG. NO: CTMD-TX-MD-002.000_AB	REV. 1
CHECKED BY: JSS	DATE: 02/28/25	SHEET 2 OF 2	
SCALE: N.T.S	APP BY: JSS		

10.21 May 13, 2025



Date: 3/31/2025

PACKET 19 22

May 13, 2025

Renewal ROW

Survey Section

Plains Renewal ROW
Sec 44, Blk 38-1-S

0 250 500 Feet

W E S

©THE CITY OF MIDLAND - 2025
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/06/2024

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

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

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
1300 Post Oak Blvd., Suite 1400
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Old Republic Insurance Company	24147
INSURER B:	Underwriters At Lloyds London	15792
INSURER C:	Ironshore Specialty Insurance Company	25445
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Plains All American Pipeline, L.P.
Plains Marketing, L.P
Plains Pipeline, L.P.
333 Clay St, Suite 1600
Houston TX 77002 USA

COVERAGES **CERTIFICATE NUMBER:** 570109684708 **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,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			MWZY31886524 SIR applies per policy terms & conditions	11/01/2024	11/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$13,000,000 $100,000 $5,000 $13,000,000 $13,000,000 $13,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			MWTB 318866 24	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$15,000,000
B	UMBRELLA LIAB / OCCUR X EXCESS LIAB / X CLAIMS-MADE DED / RETENTION			CSUSA2406841	11/01/2024	11/01/2025	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N: N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC31886324 SIR applies per policy terms & conditions	11/01/2024	11/01/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $2,000,000 $2,000,000 $2,000,000
C	Environmental Site Liability			ISPILLSCBNZB004 Claims Made Coverage	11/01/2024	11/01/2025	Each Event Limit Aggregate Limit	$10,000,000 $10,000,000

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

Pollution policy contains both gradual and Sudden & Accidental Pollution Discharge, for any Pollution discovered in 30 days or less. The City of Midland is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Excess Liability policies. A Waiver of Subrogation is granted in favor of The City Of Midland in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

The City of Midland
PO Box 1152
Midland TX 79702 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570109684708

PACKET 19.23 May 13, 2025

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 440000000289

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Plains All American Pipeline, L.P.
POLICY NUMBER: See Certificate Number: 570109684708	
CARRIER: See Certificate Number: 570109684708 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	Excess Workers Compensation			MWXS31886424 Statutory XS - ND, OH, W' SIR applies per policy terms & conditions	11/01/2024	11/01/2025	Retention	$2,000,000

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City Council Meeting

Item Number: 20

Meeting Date: May 13, 2025

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-329-014) BETWEEN THE CITY OF MIDLAND AND MID-STATES OPERATING CO. REGARDING CITY OWNED PROPERTY DESCRIBED AS SECTIONS 4, 5, 9, AND 10, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

This ROW License will provide applicant a 15' wide right of way for a Twelve Inch (12") SDR-11 Poly, private produced water pipeline. This pipeline will service new mineral production in the area. Pipeline will be laid adjacent to Mid-States Operating Company's existing produced water line.

This Right-of-Way License is proposed for a single ten (10) year period, paid in advance. Terms are consistent with the City's standard license for facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

The following fees will be collected:

Application fee (one time): $1,000

Full ten-year term paid in advance ($ 470.00 per rod x 819.81 rods.) $401,706.90

Total Collected: $402,706.90

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

This pipeline will be buried Forty-Eight inches (48) deep and does not interfere with the City Plant Farm operations.

Certificates of Insurance (COI) with City of Midland named as additional insured and a waiver of subrogation in favor of the City of Midland has been collected and on file.

City Secretary to record completed License Agreement

City Manager's Office

HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED

MID-STATES OPERATING COMPANY
PO BOX 10747
MIDLAND, TEXAS 79702
(432) 684-5881

Community NationalBank
P.O. Box 3903 Midland, Texas 79702 432.262.1600
88-1287/1163

7725

SECURED BY EZSHIELD

DATE April 23, 2025

PAY TO THE ORDER OF CITY OF MIDLAND $ 401,706.90

-----Four hundred one thousand seven hundred six and 90/100---------- DOLLARS

	License fee		
	Right of Way License	25-329-014	

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED

VOID 90 DAYS AFTER CHECK DATE

Details on back

Security Features

⑈007725⑈ ⑆116312873⑆ 10226238⑈

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/3/2024

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
Marsh & McLennan Agency LLC
15 Smith Road, Suite 6000
Midland TX 79705

CONTACT NAME: Lesa Gillen
PHONE (A/C, No, Ext): 432-618-4570 FAX (A/C, No):
E-MAIL ADDRESS: lesa.gillen@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley National Insurance Company	38911
INSURER B : Berkley Regional Insurance Company	29580
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : Arch Specialty Insurance Company	21199
INSURER E : Starstone Specialty Insurance Company	44776
INSURER F : Ascot Specialty Insurance	45055

INSURED
Mid-States Operating Company
BJG Operating Company
1607 W Texas Ave.
Midland TX 79701
MIDOPE

COVERAGES CERTIFICATE NUMBER: 70282136 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			EGL001416120	6/1/2024	6/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 5,000
	X POLICY X PRO-JECT X LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							S&A Pollution	$ $1,000,000
B	AUTOMOBILE LIABILITY			ECA312749121	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A D E	X UMBRELLA LIAB X OCCUR			EUL001416220	6/1/2024	6/1/2025	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE			UXP105553900	6/1/2024	6/1/2025	AGGREGATE	$ 10,000,000
	DED RETENTION $			MAR00144322P00	6/1/2024	6/1/2025		$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			0001239386	6/1/2024	6/1/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
F F	Gradual Primary Pell Liab Gradual Excess Pell Liab			ENPU241000135601 EXXU241000130601	6/1/2024 6/1/2024	6/1/2025 6/1/2025	Limit Primary Aggregate Aggregate Limit	1,000,000 2,000,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured form #EGL1000 edition 10/14 applies to the General Liability policy
Waiver of subrogation form #EGL1000 edition 10/14 applies to the General Liability policy.
Primary & Non-Contributory General Liability form #EGL1000 edition 10/14.
Notice of Cancellation form #EGL1000 edition 10/14 applies to the General Liability policy.

Additional Insured form #CA8309 edition 09/15 applies to the Automobile Liability policy.
Waiver of subrogation form #CA8322 edition 10/13 applies to the Automobile Liability policy.
Notice of Cancellation form #IL8327 edition 12/14 applies to the Automobile Liability policy
See Attached...

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
Midland TX 79701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: MIDOPE

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh & McLennan Agency LLC	Mid-States Operating Company BJG Operating Company 1607 W Texas Ave. Midland TX 79701
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Primary & Non-Contributory form applies to the Automobile Liability policy.
Broadened Pollution Endorsement form applies to the Automobile Liability policy.

Waiver of subrogation form #WC420304B edition 06/14 applies to the Workers Compensation policy.
Alternate Employer Form #WC000301 edition 01/94 applies to the Workers Compensation.

Follow Form #UEL6000 edition 10/14 applies to the Umbrella Liability.

The General Liability policy includes a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

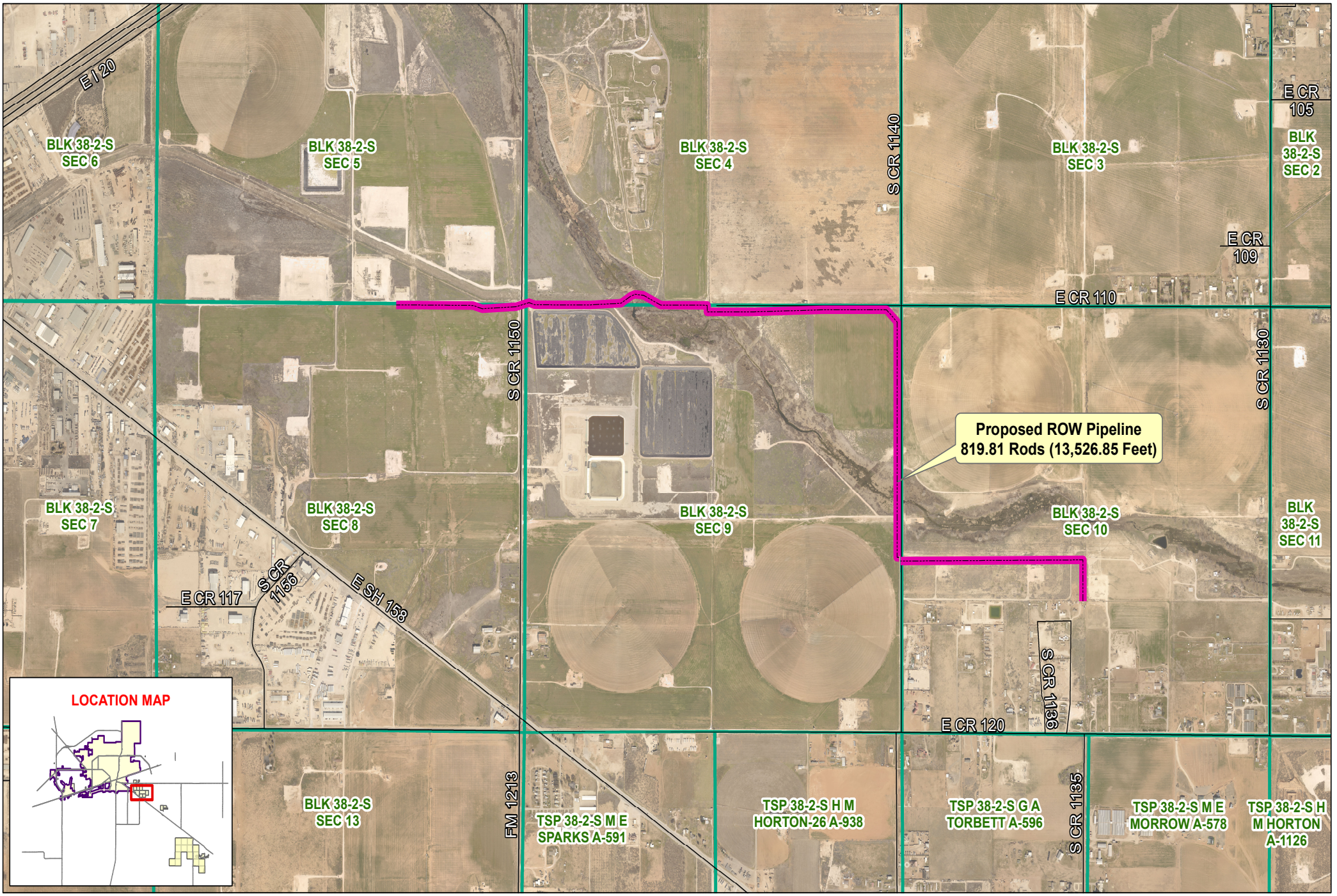
The Worker's Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Worker's Compensation policy includes an alternate employer endorsement.

The General Liability, Automobile Liability and Excess liability policies includes a blanket notice of cancellation to the certificate holder endorsement, providing for (60) days' advance written notice if the policy is canceled by the company, or 10 days' written notice before the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

The Umbrella policies is a follow form of the underlying General Liability, Automobile Liability and Employers Liability policies.

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Date: 4/16/2025

PACKET 20.6 May 13, 2025

Proposed ROW

Survey Section

BJ Proposed ROW
Sec 4, 5, 8, 9, 10, Blk 38-2-S

0 500 1,000 Feet

W E S

©THE CITY OF MIDLAND - 2025
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	May 14, 2025
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Tommy Gonzalez, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	**Mid-States Operating Company**
Licensee's Representative:	**M. Jack Rathbone, IV**
Licensee's Mailing Address:	P.O. Box 10747 Midland, Texas 79702
Property:	As described in Article III below
License Number:	**25-329-014**

Licensee desires use of certain Property (as defined below) in Midland County, Texas for purposes set forth below. Licensor hereby authorizes Licensee to act as described in this license (this "License") limited to any and all rights Licensor may have to the Property and subject to any and all validly existing encumbrances, conditions, and restrictions relating to the Property.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Term. This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of FOUR HUNDRED ONE THOUSAND SEVEN HUNDRED SIX and 90/100 Dollars ($401,706.90) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

C. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

D. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being thirty (30) feet in width of the locations with operations limited to areas as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a poly construction pipeline, not to exceed twelve (12) inches in diameter, for the transportation of produced water and to have the right of ingress and egress at convenient points for such purpose and said construction width shall revert to fifteen (15) feet after the line is completed (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than forty-eight (48) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE OR OTHER PERMITTED FACILITIES ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline or other permitted facilities built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's

lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any

portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

IV. Standard General Conditions

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

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to

provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN

ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL

INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

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

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

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

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

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

I. Third-Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time

and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191

of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

[Signature Pages Follow]

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

LICENSEE:
MID-STATES OPERATING COMPANY

By: _____
Printed Name: M. Jack Rathbone, IV
Title: Partner and President

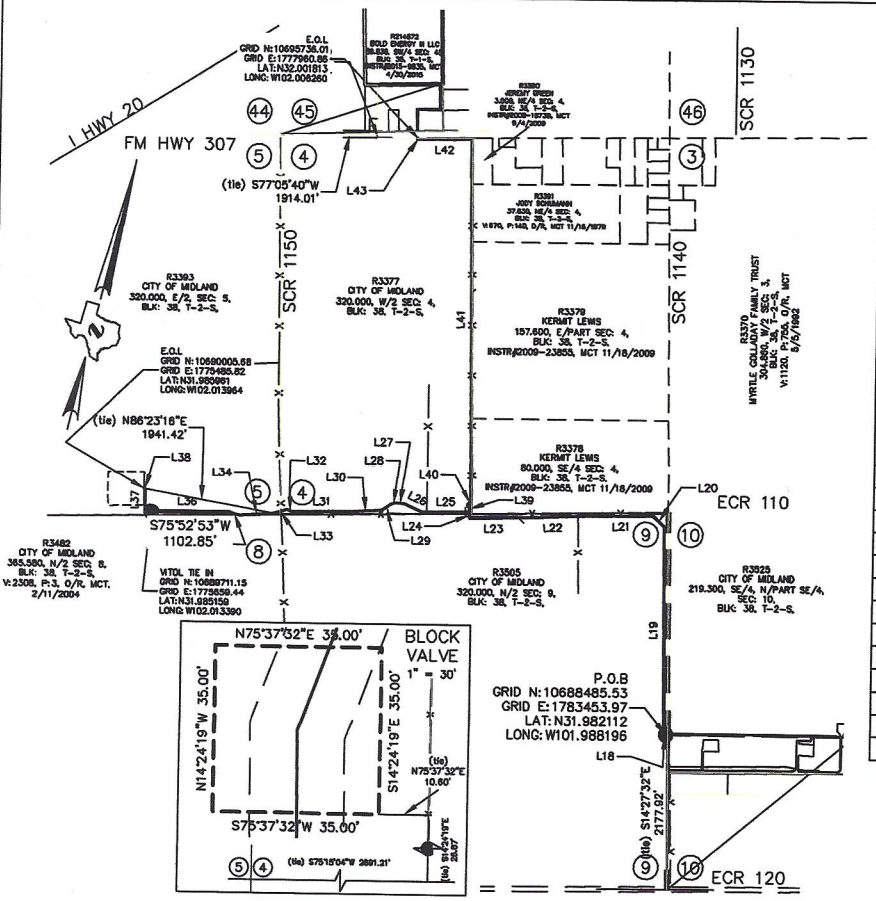
THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this 23 day of April, 2025 personally appeared M. Jack Rathbone, IV, an officer of Mid-States Operating Company known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as 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 23rd day of April, 2025.

_____
Notary Public, State of Texas

RITA S HANLAN
Notary Public, State of Texas
My Commission Expires
July 13, 2028
NOTARY ID 5005834



Parcel Line Table		
Line #	Direction	Length
L43	N14° 53' 50"W	20.43'
L42	N75° 36' 47"E	758.65'
L41	N14° 30' 05"W	5086.95'
L40	N06° 02' 38"E	57.30'
L39	N15° 09' 13"W	99.00'
L38	S75° 59' 44"W	15.03'
L37	N13° 46' 17"W	323.71'
L36	S76° 05' 09"W	1186.35'
L35	N87° 43' 28"W	143.38'
L34	S72° 26' 57"W	487.76'
L33	S60° 02' 41"W	189.78'
L32	N86° 04' 47"W	86.28'
L31	S75° 37' 21"W	800.10'
L30	S72° 44' 41"W	443.92'
L29	S43° 29' 03"W	167.18'
L28	S55° 45' 44"W	84.56'
L27	S81° 17' 33"W	121.34'
L26	N78° 21' 54"W	276.75'
L25	S75° 36' 44"W	669.13'
L24	N15° 09' 13"W	83.00'
L23	S75° 25' 18"W	673.28'
L22	S74° 03' 19"W	990.03'
L21	S75° 27' 53"W	916.94'
L20	N59° 55' 30"W	216.09'
L19	N14° 29' 31"W	2924.92'
L18	S76° 10' 16"W	28.44'

811
Know what's **below.**
Call before you dig.

12 INCH SDR-11 POLY

NOTE:
- COURSES, DISTANCES AND COORDINATES SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO THE "TEXAS COORDINATE SYSTEM", TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL DISTANCES AND COORDINATES ARE SHOWN IN GRID FEET.
- *TO BE LOCATED 3.7 MILES IN A SOUTHEAST DIRECTION FROM MIDLAND WHICH IS THE NEAREST TOWN IN MIDLAND COUNTY.*
- ELEVATION IS NAVD 88.

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS LOCATION WAS THIS DAY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT THIS PLAT IS A CORRECT REPRESENTATION THEREOF.

DATED THIS 11TH DAY OF APRIL, 2025

RJ DAUM
TEXAS RPLS 4826

STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
LAND SURVEYOR

EXHIBIT A

BJ ENVIROMENTAL SERVICES, LP
CENTERLINE
20 FOOT PIPELINE LICENSE
OUT OF
SECTIONS 4, 5, 8 AND 9,
BLOCK 38, T-2-S,
T &P RR CO SURVEY,
MIDLAND COUNTY, TEXAS

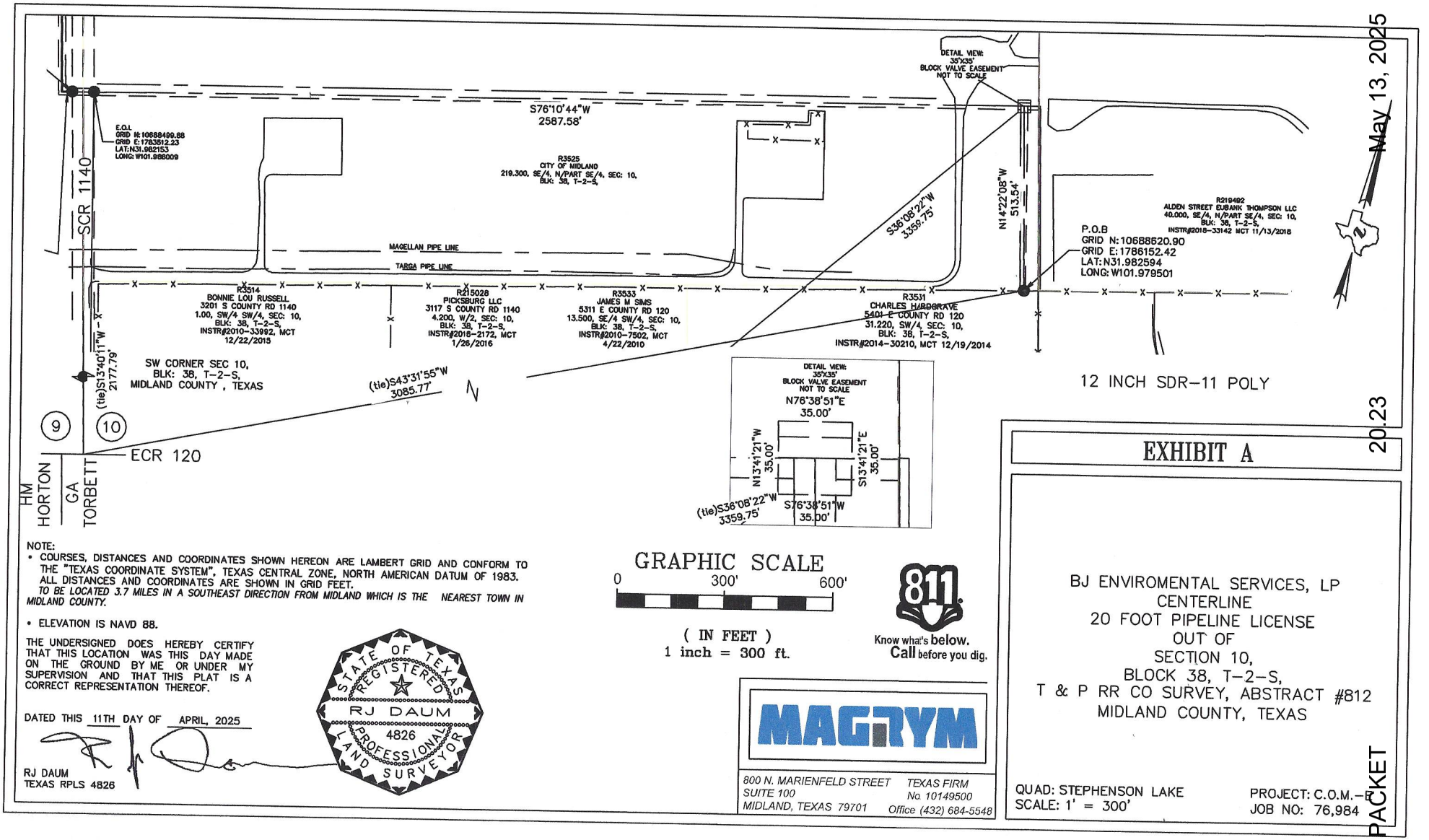
MAGRYM

800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701

TEXAS FIRM
No. 10149502
Office (432) 684-5548

QUAD: STEPHENSON LAKE
SCALE: 1" = 300'

PROJECT: 76983
JOB NO: 76,984



NOTE:

- COURSES, DISTANCES AND COORDINATES SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO THE "TEXAS COORDINATE SYSTEM", TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL DISTANCES AND COORDINATES ARE SHOWN IN GRID FEET.
  TO BE LOCATED 3.7 MILES IN A SOUTHEAST DIRECTION FROM MIDLAND WHICH IS THE NEAREST TOWN IN MIDLAND COUNTY.
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DATED THIS 11TH DAY OF APRIL, 2025

RJ DAUM
TEXAS RPLS 4826

STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
LAND SURVEYOR

GRAPHIC SCALE

0 300' 600'

(IN FEET)
1 inch = 300 ft.

Know what's below. Call before you dig.

MAGRYM

800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701

TEXAS FIRM
No. 10149500
Office (432) 684-5548

EXHIBIT A

BJ ENVIROMENTAL SERVICES, LP
CENTERLINE
20 FOOT PIPELINE LICENSE
OUT OF
SECTION 10,
BLOCK 38, T-2-S,
T & P RR CO SURVEY, ABSTRACT #812
MIDLAND COUNTY, TEXAS

QUAD: STEPHENSON LAKE
SCALE: 1' = 300'

PROJECT: C.O.M.-R
JOB NO: 76,984

May 13, 2025

20.23

PACKET

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/3/2024

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
Marsh & McLennan Agency LLC
15 Smith Road, Suite 6000
Midland TX 79705

CONTACT NAME: Lesa Gillen
PHONE (A/C, No, Ext): 432-618-4570 FAX (A/C, No):
E-MAIL ADDRESS: lesa.gillen@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley National Insurance Company	38911
INSURER B : Berkley Regional Insurance Company	29580
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : Arch Specialty Insurance Company	21199
INSURER E : Starstone Specialty Insurance Company	44776
INSURER F : Ascot Specialty Insurance	45055

INSURED
Mid-States Operating Company
BJG Operating Company
1607 W Texas Ave.
Midland TX 79701
MIDOPE

COVERAGES **CERTIFICATE NUMBER:** 70262136 **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 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [X] LOC OTHER:			EGL001416120	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG S&A Pollution	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ $1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			ECA312749121	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A D E	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			EUL001416220 UXP105553900 MAR00144322P00	6/1/2024 6/1/2024 6/1/2024	6/1/2025 6/1/2025 6/1/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001238386	6/1/2024	6/1/2025	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
F F	Gradual Primary Poll Liab Gradual Excess Poll Liab			ENPU241000135001 ENXU241000130601	6/1/2024 6/1/2024	6/1/2025 6/1/2025	Limit Primary Aggregate Aggregate Limit	1,000,000 2,000,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured form #EGL1000 edition 10/14 applies to the General Liability policy
Waiver of subrogation form #EGL1000 edition 10/14 applies to the General Liability policy.
Primary & Non-Contributory General Liability form #EGL1000 edition 10/14.
Notice of Cancellation form #EGL1000 edition 10/14 applies to the General Liability policy.

Additional Insured form #CA8309 edition 09/15 applies to the Automobile Liability policy.
Waiver of subrogation form #CA8322 edition 10/13 applies to the Automobile Liability policy.
Notice of Cancellation form #IL8327 edition 12/14 applies to the Automobile Liability policy
See Attached...

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
Midland TX 79701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: MIDOPE

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh & McLennan Agency LLC	Mid-States Operating Company BJG Operating Company 1607 W Texas Ave. Midland TX 79701
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Primary & Non-Contributory form applies to the Automobile Liability policy.
Broadened Pollution Endorsement form applies to the Automobile Liability policy.

Waiver of subrogation form #WC420304B edition 06/14 applies to the Workers Compensation policy.
Alternate Employer Form #WC000301 edition 01/94 applies to the Workers Compensation.

Follow Form #UEL6000 edition 10/14 applies to the Umbrella Liability.

The General Liability policy includes a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Worker's Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Worker's Compensation policy includes an alternate employer endorsement.

The General Liability, Automobile Liability and Excess liability policies includes a blanket notice of cancellation to the certificate holder endorsement, providing for (60) days' advance written notice if the policy is canceled by the company, or 10 days' written notice before the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

The Umbrella policies is a follow form of the underlying General Liability, Automobile Liability and Employers Liability policies.

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City Council Meeting

Item Number: 21

Meeting Date: May 13, 2025

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: MOTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THAT CERTAIN MAY 15, 1975 SURFACE LEASE AND RIGHT-OF-WAY AGREEMENT WITH MRC TORO, LLC, SUCCESSOR-IN-INTEREST TO ATLANTIC RICHFIELD COMPANY; SAID AMENDMENT PROVIDING FOR THE EXTENSION OF THE TERM FOR A PERIOD OF FOUR (4) MONTHS (DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Amendment will provide four (4) additional months to the existing fifty-year agreement executed May 15, 1975 and recorded in Volume 280, page 475 of the Deed Records of Winkler County, for City of Midland Counsel to conclude a new comprehensive Surface Use and Right-of-Way Agreement for City of Midland owned T-Bar Ranch in Winkler and Loving Counties.

Recommended City Council Action:

Approve

Fiscal Impact:

No fees associated with this proposed Amendment

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

MRC Toro, LLC, recently purchased the related minerals and production facilities that are

currently operated on City owned T-Bar Ranch under said agreement. There are extensive production facilities and related oil and gas equipment that need to be properly accounted for and a comprehensive plan developed to safeguard City of Midland Water infrastructure on said Sections. This Amendment will allow additional time to complete and review the new Agreement.

City Manager's Office

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO SURFACE USE AND RIGHT-OF-WAY AGREEMENT

State:	**Texas**
County:	**Winkler and Loving**
Lessor:	**City of Midland** **300 N. Loraine** **Midland, TX 79701**
Lessee:	**MRC TORO, LLC** **(successor-in-interest to Atlantic Richfield Company)** **5400 LBJ Fwy, Suite 1500** **Dallas, TX 75240**
Effective Date:	**May 15, 1975**

On May 15, 1975, Lessor, named above, a municipal corporation acting by and through its Mayor pursuant to appropriate resolutions of its City Council, executed a certain Surface Lease and Right-of-Way Agreement dated effective May 15, 1975 (the "Lease") in favor of Lessee's predecessor in interest, that covered certain lands the county and state named above, as more particularly described in the Lease:

Sections 7, 10, 11, 12, 13, 14, 17 through 27, Block C-23, PSL;
Sections 1 through 7, 12, 17 and 18, Block C-24, PSL;
Sections 8 through 11 and Section 27, Block 74, PSL; and
Section 1, Block 75, PSL

The Lease is recorded in Volume 280, page 475 of the Deed Records of Winkler County. Reference is made to the Lease for all purposes.

The Lease provides for a term of fifty (50) years from the Effective Date.

Lessor desires to extend the primary term of the Lease for a period of four (4) months beyond the date of the primary term stated in the Lease.

Lessor, for adequate consideration, grants, leases, and lets: (i) extends the Lease for an

additional primary term of four (4) months beginning at the expiration of the primary term stated in the Lease, on the same terms, conditions, and provisions as contained in the Lease. Paragraph 1 of the Lease is hereby amended and modified so that it will state the following:

"TO HAVE AND TO HOLD the leased premises, easements, rights and privileges to Lessee, its successors and assigns, for a term of fifty (50) years and four (4) months from the date hereof (to and through September 15, 2025), subject to the further terms and provisions hereof."

The Lease, as amended, modified, and extended, is in all other respects confirmed, ratified, and acknowledged by Lessor to be in full force and effect.

This Amendment may be executed in multiple counterparts by each of the current parties to the Lease. Each of the counterparts, when executed and delivered shall be deemed an original and shall be binding and effective immediately upon execution.

This Amendment is signed by Lessor as of the date of acknowledgment of Lessor's signature, but is effective for all purposes as of the Effective Date stated above.

Lessor:

CITY OF MIDLAND

BY: _____
Name:
Title:

Lessee:

MRC TORO, LLC

BY: _____ KAP
Name: Bryan A. Erman
Title: EVP, General Counsel and Head of M&A

[Acknowledgments follow on next page]

Acknowledgments

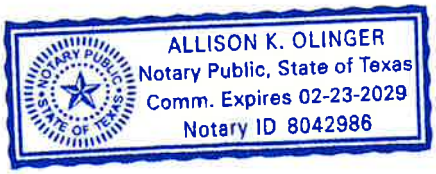
State of Texas §
County of Midland §

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, _____ of CITY OF MIDLAND, a municipal corporation, on behalf of said corporation.

_____
Notary Public, in and for the State of Texas
My Commission Expires: _____

State of Texas §
County of Dallas §

This instrument was acknowledged before me on the 29 day of April, 2025, by Bryan A. Erman, EVP, General Counsel and Head of M&A of MRC TORO, LLC, a Texas corporation, on behalf of said corporation.



Allison K. Olinger
Notary Public, in and for the State of Texas
My Commission Expires: 2/23/2029

City Council Meeting

Item Number: 22

Meeting Date: April 22, 2025, May 13, 2025

To: City Council / City Manager

From: Beatriz Quezada, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, LONE STAR BUSINESS PARK, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF MAVERICK LANE AND NORTH STATE HIGHWAY 349); 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) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, TJ Henson is requesting a Zone Change from O1-Office District, to LR, Local Retail District located at 6718 North State Highway 349 to operate a bank as an allowed use.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

(Quality of Life and Place)

(Quality of Life and Place)

Discussion:

Current Zoning:

O-1, Office District

Surrounding Zoning and Land Use:

The properties located south and north of 6718 North State Highway 349 are zoned LR, Local Retail District. The properties to the east are zoned PD, Planned Development District for Housing Development. The properties to the west are within the Extraterritorial Jurisdiction. Current land use south of the property is vacant. To the east of the property is a residential neighborhood and north of the property is a shopping center. West of the property is the office for Occidental Petroleum Corporation.

Analysis:

The subject property is currently zoned O-1, Office District. TJ Henson, representing Real Property Resources Inc., is requesting a zone change to facilitate the use of the existing building, previously occupied by Betenbough as an office, to be utilized as a bank. Under the current O-1 zoning, the property is not permitted to operate a bank. The proposed zone change to LR, Local Retail District, would allow the property to be used as a bank or financial institution. The property will comply with all requirements set forth for the LR zoning district.

This request aligns with the Tall City Tomorrow Comprehensive Plan, specifically Chapter 3, which designates the area as U-M (Urban-Medium). This designation envisions a mix of housing types, as well as neighborhood and community commercial, office, and service-oriented uses.

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 or comments.

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning. Informational: Future plats will need to identify any Oil or Gas wells and include 500 ft. radius for a city permitted well or the 135 ft. radius for non-permitted well radius on plat. Please note if oil & gas wells are not identified or left off a plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified with comments- No structure shall be built over an abandoned well.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

Therefore, staff recommends approval of this Zone Change from O-1, Office District, to LR, Local Retail District.

Letters of Objection:

Staff has not received any letters of objection as of April 18, 2025.

Attachments:

Application
Survey (Exhibit A)
Maps
PowerPoint

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, LONE STAR BUSINESS PARK, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF MAVERICK LANE AND NORTH STATE HIGHWAY 349); 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, Lone Star Business Park, Section 1, City and County of Midland, Texas (the "Property") to LR, Local Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from O-1, Office District to LR, Local Retail 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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: 2-25-0411

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: TJ Henson		Phone (432) 559-4859 Email tj@hddwtx.com	
Address 200 West Illinois suite 120	City Midland	State Texas	Zip 79701

Property Owner Printed Name: REAL PROPERTY RESOURCES INC		Phone (432) 559-4859 Email 432 559-4859	
Address 6305 82ND ST	City Lubbock	State Texas	Zip 79424

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: TJ Henson		Phone (432) 559-4859 Email	
Address	City	State	Zip

Street Address: 6718 HWY 349 Midland Texas 6717 HWY 349 Midland, Texas

Legal Description
Lot: 1 & 2 Block: 1 Subdivision: Lone Star Business Park section 2

Current Zoning: O-1	**Proposed Zone:** LR *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: _____

Present Use of Property: Office Building

Proposed Use of Property: Bank

How would this zone change affect the public health, safety and welfare? I will Not

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): TJ Henson	Date 2.4.25
Applicant (printed): TJ Henson	
Property Owner (signature): Lora Robertson	Date: 2.4.25
Property Owner (printed) : Lora Robertson, Betenbough Homes Authorized Agent	

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 Lora Robertson who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Betenbough Homes, 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.

REGINA SANDERS
Notary Public, State of Texas
Notary ID# 13163703-1
My Commission Expires 07-10-2026

Regina Sanders
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 26th day of February, 2025, to certify which witness my hand and seal of office.

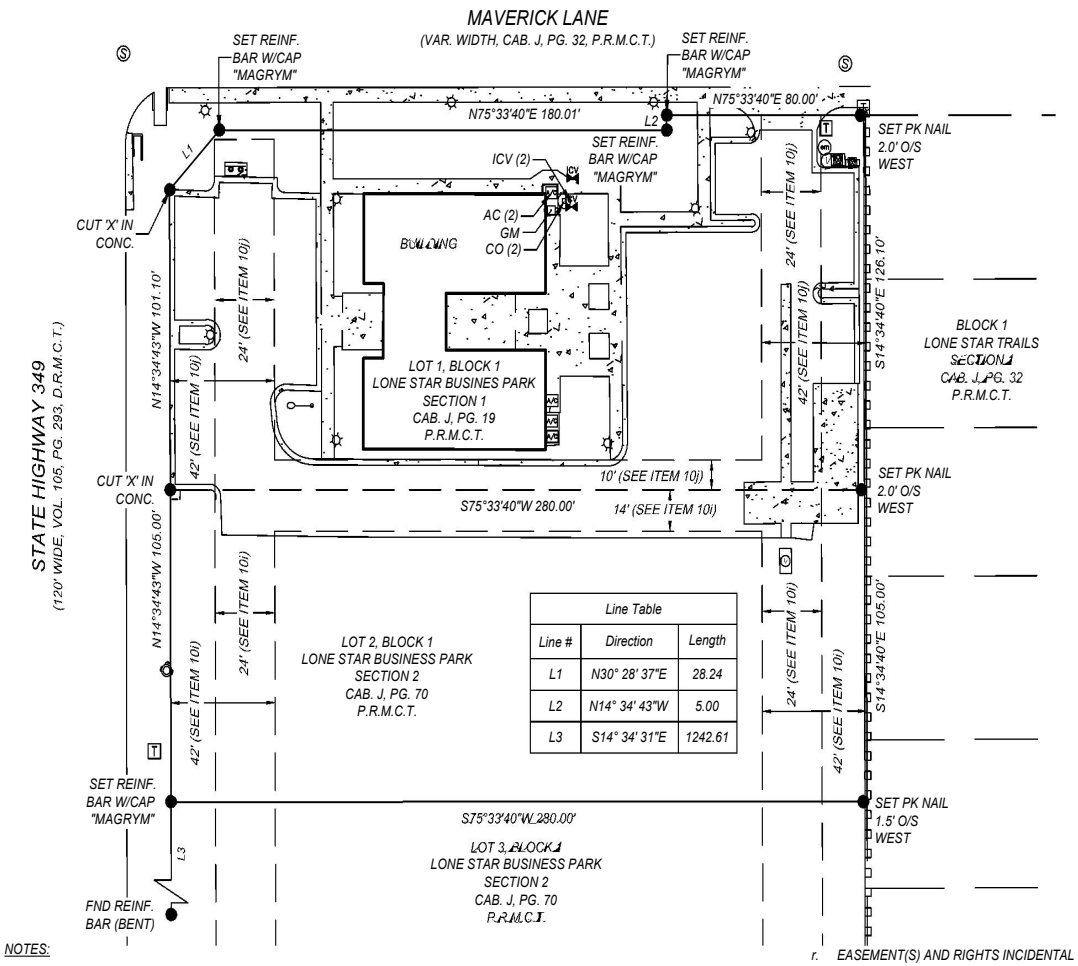
Regina Sanders

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:

****Application will not be considered for scheduling until reviewed by a planner.****



Line Table		
Line #	Direction	Length
L1	N30° 28' 37"E	28.24
L2	N14° 34' 43"W	5.00
L3	S14° 34' 31"E	1242.61

LEGEND:

- PROPERTY LINE
- ADJOINING PROPERTIES
- UTILITY EASEMENT
- COLUMN FENCE
- MONUMENT AS DESCRIBED
- LIGHT POLE
- ELECTRIC METER
- ELECTRIC SWITCH BOX
- AIR CONDITIONER
- TELEPHONE PEDESTAL
- TRANSFORMER
- GAS METER
- IRRIGATION CONTROL VALVE
- FIRE HYDRANT
- CLEAN OUT
- FLAG POLE
- UTILITY VAULT

Surveyor Certification

TO THE LIENHOLDERS, BETENBOUGH COMPANIES, PBC, BETENBOUGH HOMES, LLC, CHICAGO TITLE INSURANCE COMPANY, & HERITAGE USA COMMUNITY FEDERAL CREDIT UNION

(OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER:
THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO KNOWN DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON.

DATED THIS 5TH DAY OF FEBRUARY, 2025.

STATE OF TEXAS REGISTERED RJ DAUM 4826 PROFESSIONAL LAND SURVEYOR

RJ DAUM
TEXAS RPLS 4826

NOTES:

THIS PROPERTY LIES WITHIN THE ETJ (EXTRA TERRITORIAL JURISDICTION) OF THE CITY OF MIDLAND, NO 911 ADDRESS OR SEPTIC PERMIT WILL BE ISSUED WITHOUT THE LAND BEING PLATTED ACCORDING TO THE CURRENT CITY OF MIDLAND SUBDIVISION ORDINANCE, AS REVISED SEPTEMBER 23, 2014.

ACREAGE, BEARINGS, AND DISTANCES SHOWN ARE GRID MEASUREMENTS BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

MONUMENTS ARE A REINFORCING BAR SET WITH PLASTIC CAP STAMPED "MAGRYM" UNLESS OTHERWISE NOTED.

THIS SURVEY DOES NOT GUARANTEE OWNERSHIP.

NOTES:

THIS SURVEY WAS PREPARED WITH BENEFIT OF CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT T-7 GF NO. WTA-80C-48802428976-MR, WITH AN EFFECTIVE DATE OF JANUARY 5, 2025. SCHEDULE B ITEM(S) AS FOLLOW(S):

1. THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD UNDER C.F. NO. 2022-8129, R.P.R.M.C.T.
10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

i. BUILDING LINES AND EASEMENT(S) RECORDED IN CAB. J, PG. 70, P.R.M.C.T.; (AS TO TRACT 1)
- 24' AND 14' ACCESS EASEMENT (SHOWN HEREON)
- 42' UNDERGROUND UTILITY & DRAINAGE EASEMENT (SHOWN HEREON)

j BUILDING LINES AND EASEMENT(S) RECORDED IN CAB. J, PG. 19, P.R.M.C.T.; (AS TO TRACT 2)
- 24' AND 10' ACCESS EASEMENT (SHOWN HEREON)
- 42' UNDERGROUND UTILITY & DRAINAGE EASEMENT (SHOWN HEREON)

k. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO MAGNOLIA PIPE LINE COMPANY, RECORDED IN VOL. 37, PG. 568, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)

l. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO WEST TEXAS GAS COMPANY, RECORDED IN VOL. 87, PG. 550, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)

m. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO STATE OF TEXAS, RECORDED IN VOL. 105, PG. 293, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)

n. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO COLORADO RIVER MUNICIPAL WATER DISTRICT, RECORDED IN VOL. 161, PG. 478, VOL. 314, PG. 644, VOL. 511, PG. 238, VOL. 511, PG. 243, AND VOL. 511, PG. 248, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)

o. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO TEXAS-NEW MEXICO PIPE LINE COMPANY, RECORDED IN VOL.498, PG. 299, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)

p. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO TEXAS ELECTRIC SERVICE COMPANY, RECORDED IN VOL. 512, PG. 519, VOL. 541, PG. 315, VOL. 541, PG. 318, VOL. 541, PG. 322,VOL. 541, PG. 325, AND VOL. 541, PG. 327, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)

q. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO CAP ROCK ELECTRIC COOPERATIVE, INC., RECORDED IN VOL. 623, PG. 17, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)

r. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO TEXAS UTILITIES ELECTRIC COMPANY, RECORDED IN VOL. 869, PG. 567,VOL. 869, PG. 571, VOL. 869, PG. 575, VOL. 869, PG. 577, AND VOL. 869, PG. 579, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)

s. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO CAP ROCK ELECTRIC COOPERATIVE, INC., RECORDED IN VOL. 1123, PG. 345, VOL. 1123, PG. 350, VOL. 1123, PG. 355, VOL.1123, PG. 360,VOL. 1123, PG. 365, VOL. 1123, PG. 370, AND VOL. 1123, PG. 375, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)

t. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO CAP ROCK ELECTRIC COOPERATIVE, INC., RECORDED IN VOL. 1175, PG. 245, VOL. 1175, PG. 250, VOL. 1175, PG. 256, VOL.1175, PG. 261, VOL. 1175, PG. 266, VOL. 1175, PG. 271, AND VOL. 1175, PG. 276, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)

u. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO MOBIL PIPE LINE COMPANY, RECORDED IN VOL. 1537, PG. 367, VOL. 1537, PG. 373, VOL. 1537, PG. 379, VOL.1537, PG. 385,VOL. 1537, PG. 391, AND VOL. 1537, PG. 397, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)

v. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO DUKE ENERGY FIELD SERVICES, LP, RECORDED IN VOL. 2812, PG. 125, VOL. 2812, PG. 137, VOL. 2812, PG. 141, AND VOL. 2812, PG. 149, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)

w. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO DCP MIDSTREAM, L.P., RECORDED IN VOL. 2869, PG. 341, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)

x. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO PATRIOT RESOURCES, INC., RECORDED UNDER C.F. NO. 2010-8055 R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)

y. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO PLAINS PIPELINE, L.P., RECORDED UNDER C.F. NO. 2011-16551 R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)

z. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO ENTERPRISE CRUDE PIPELINE LLC, RECORDED UNDER C.F. NO. 2011-24415 R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)

aa. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO WEST TEXAS LPG PIPELINE LIMITED PARTNERSHIP, RECORDED UNDER C.F. NO. 2018-7311 R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)

ab. LAND DEVELOPMENT/USE AGREEMENT BY REAL PROPERTY RESOURCES, INC., RECORDED UNDER C.F. NO. 2014-2860 R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)

ac. LAND DEVELOPMENT/USE AGREEMENT BY REAL PROPERTY RESOURCES, INC., RECORDED UNDER C.F. NO. 2014-7082 R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)

MAGRYM
800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701
TEXAS FIRM
No. 10149500
Office (432) 684-5548

SURVEY

LOT 1, BLOCK 1

LONE STAR BUSINESS PARK, SECTION 1

CABINET J, PAGE 19

&

LOT 2, BLOCK 1

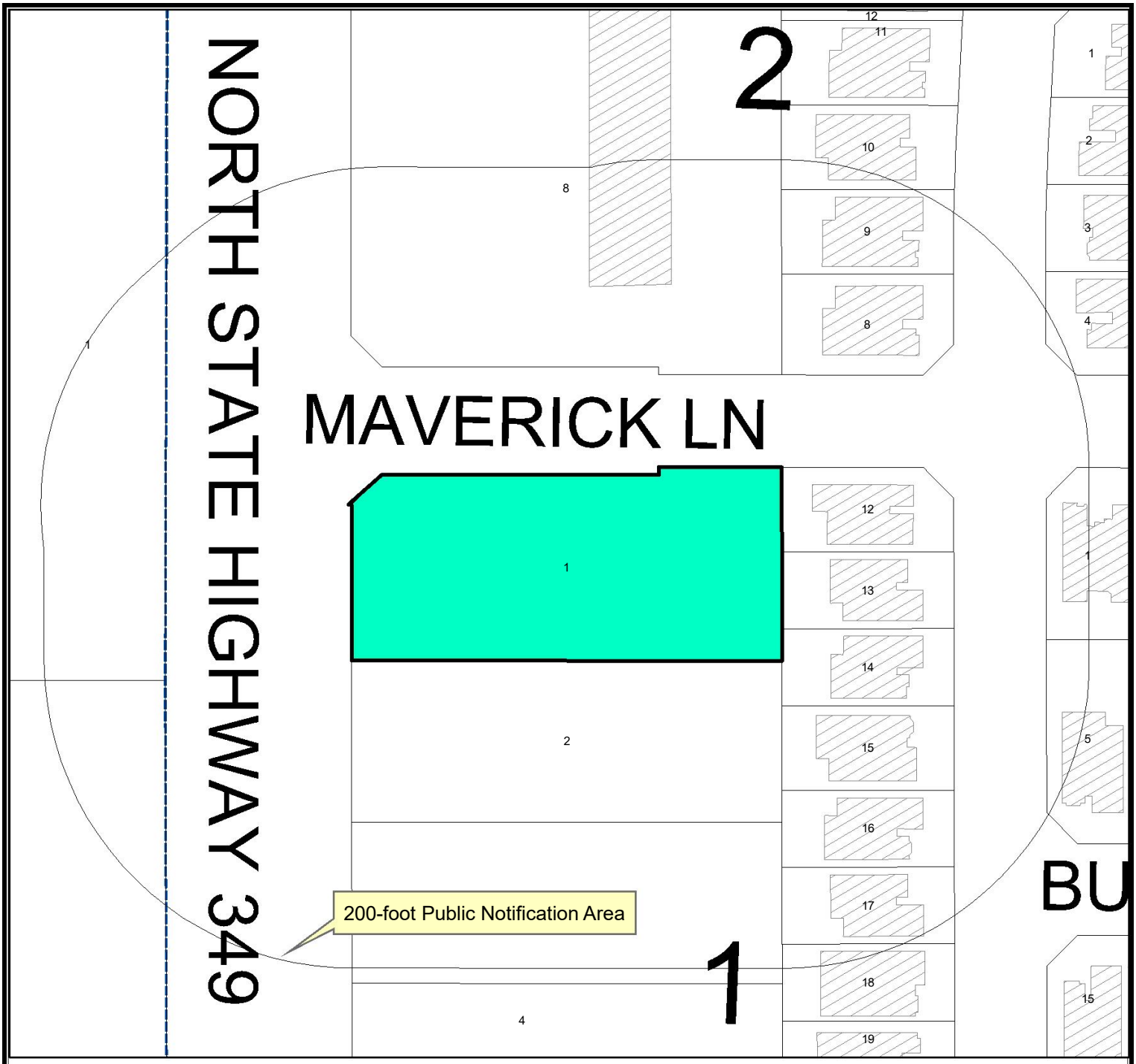
LONE STAR BUSINESS PARK, SECTION 2

CABINET J, PAGE 70

PLAT RECORDS

MIDLAND COUNTY, TEXAS

SCALE: 1" = 50' JOB NO.: 25-133



Location Map

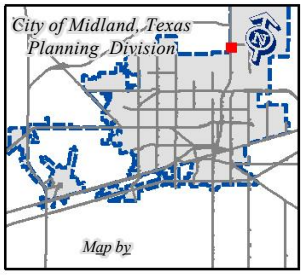
Z-25-0411 **Scale: 1" = 600'**

Consider a request by TJ Henson for a Zone Change from O-1, Office District, to LR, Local Retail District, on Lot 1, Block 1, Lone Star Business Park, Section 1, City and County of Midland, Texas.

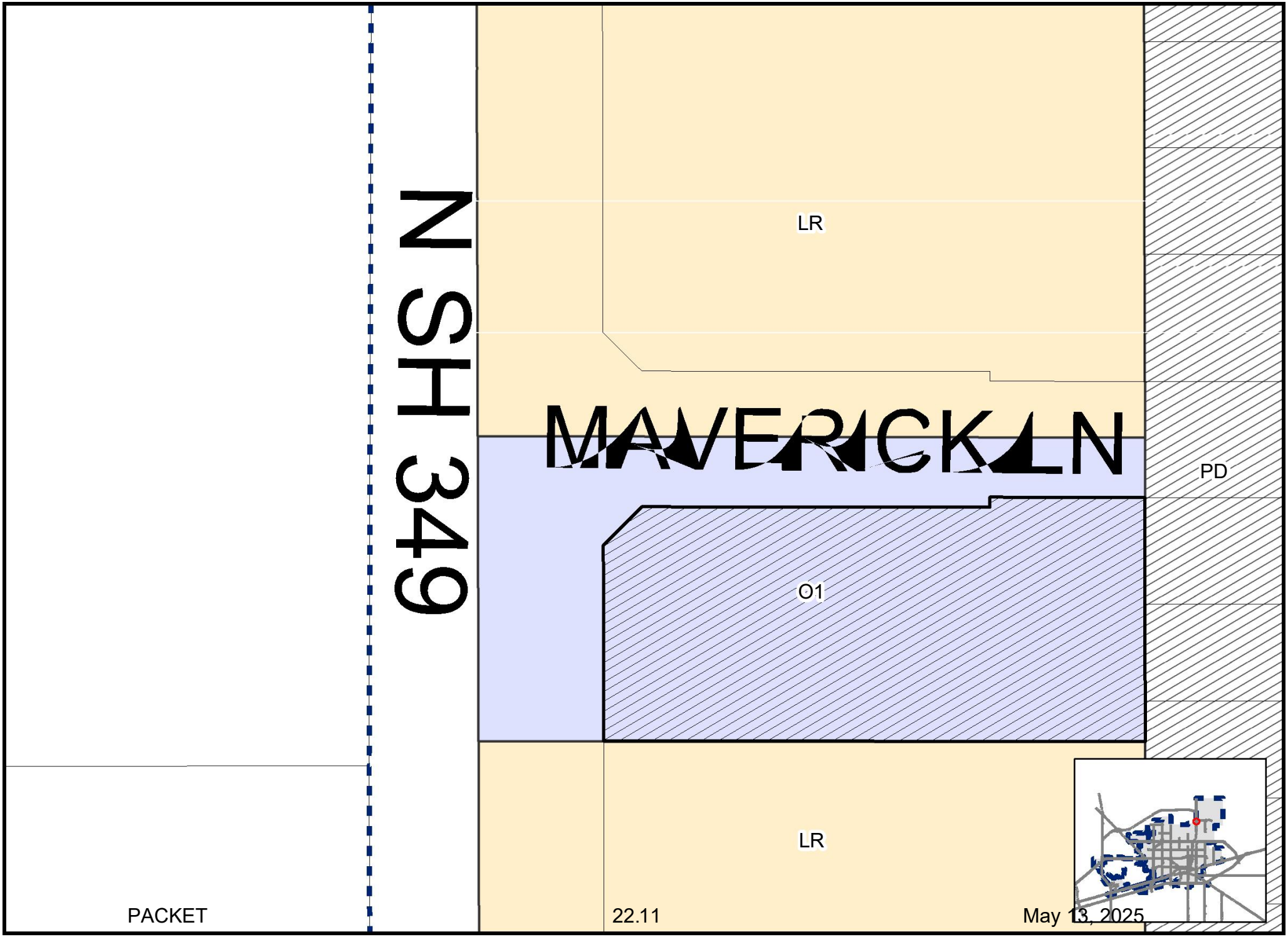
Generally located at the southeast corner of the intersection of Maverick Lane and North State Highway 349. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



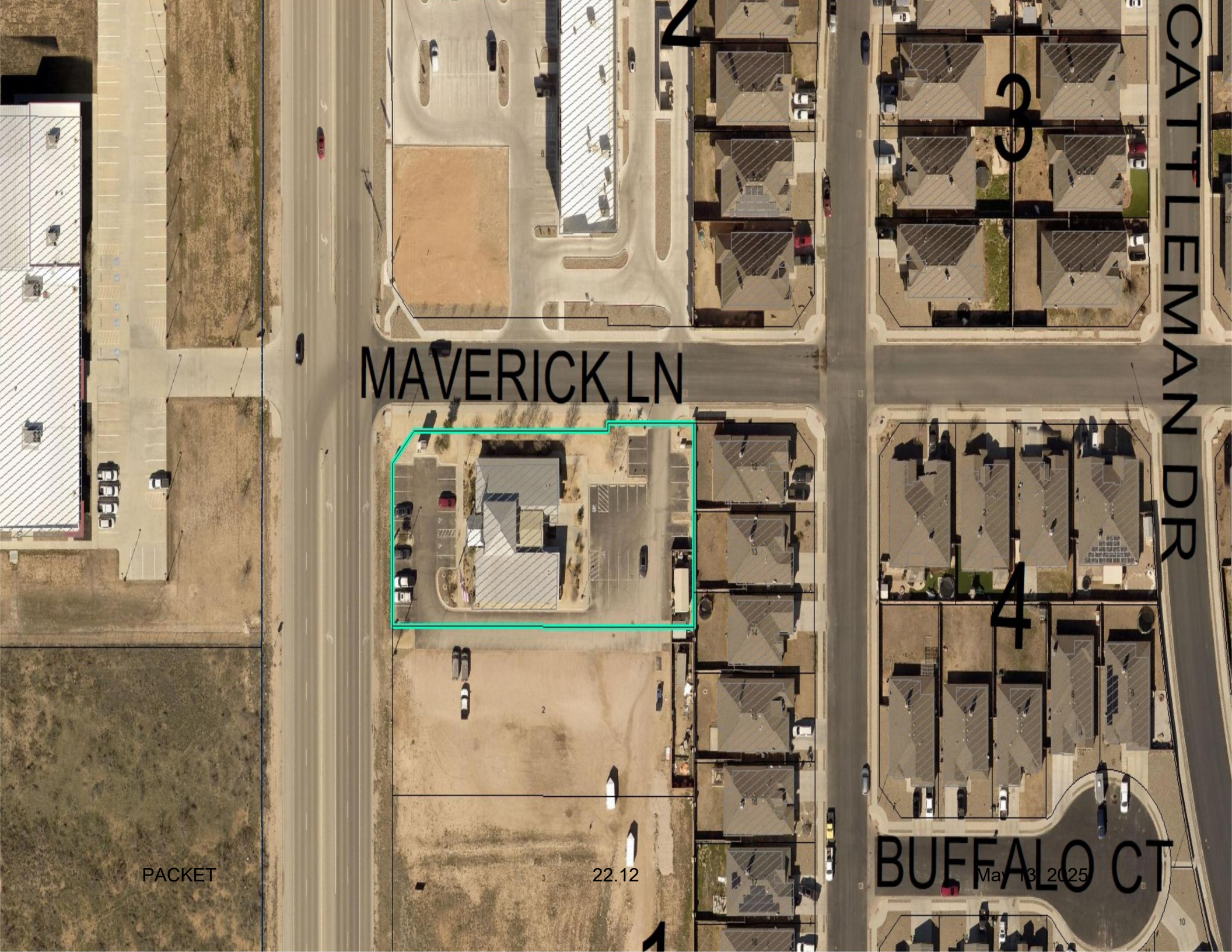
Map by BQ 3/5/25

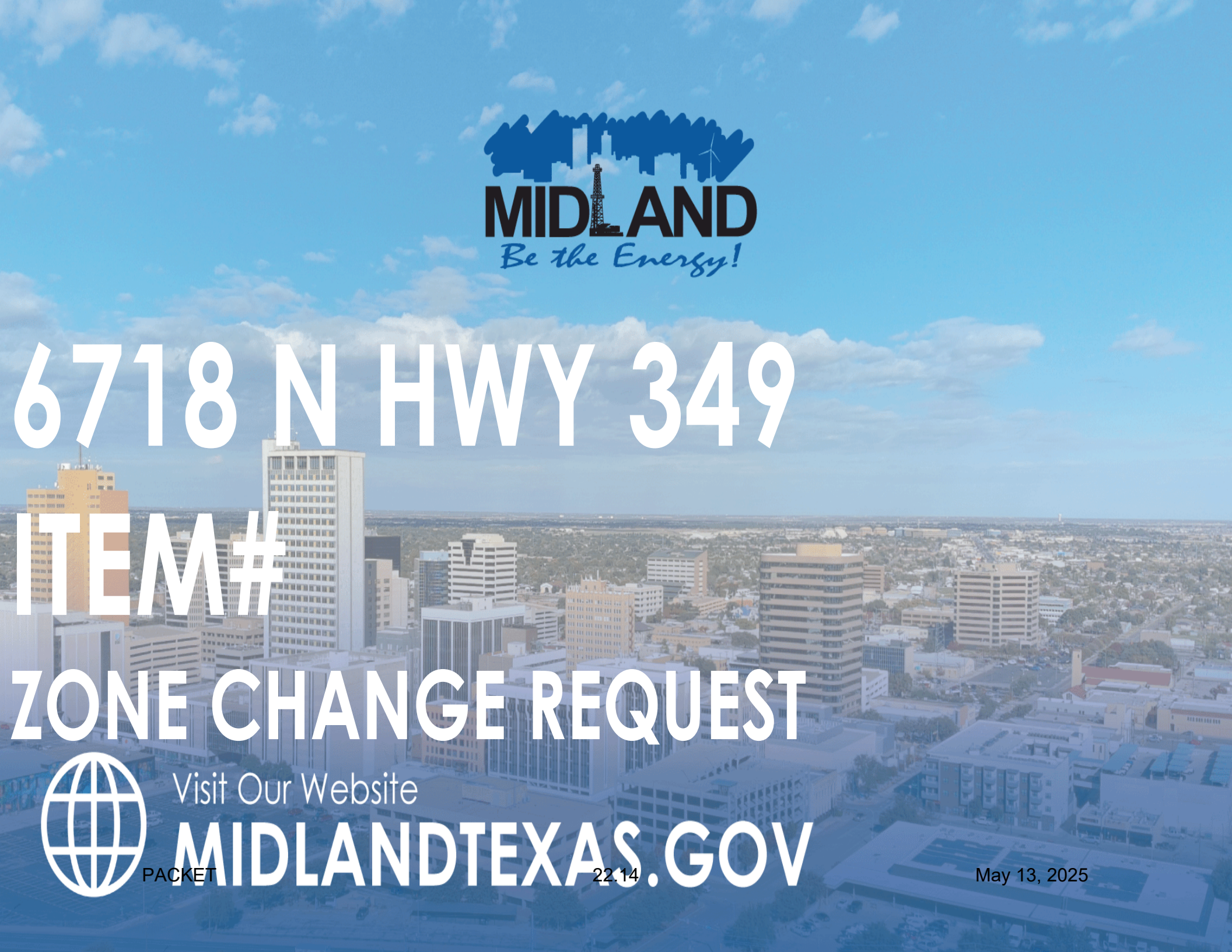
Z-25-0411

Scale: 1" = 600'

ZONING MAP

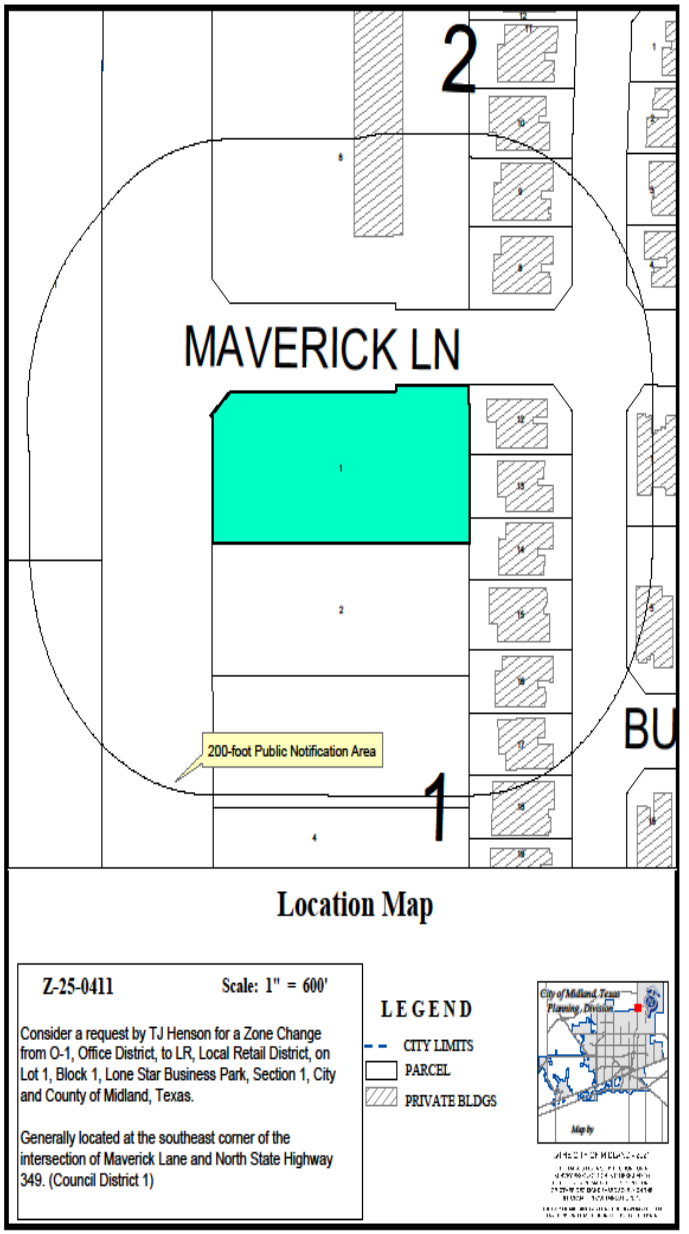
© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA


MAVERICK LN
CATTLEMAN DR
BUFFALO CT
2
3
4
1


MIDLAND
Be the Energy!
6718 N HWY 349
ITEM#
ZONE CHANGE REQUEST
Visit Our Website
MIDLANDTEXAS.GOV

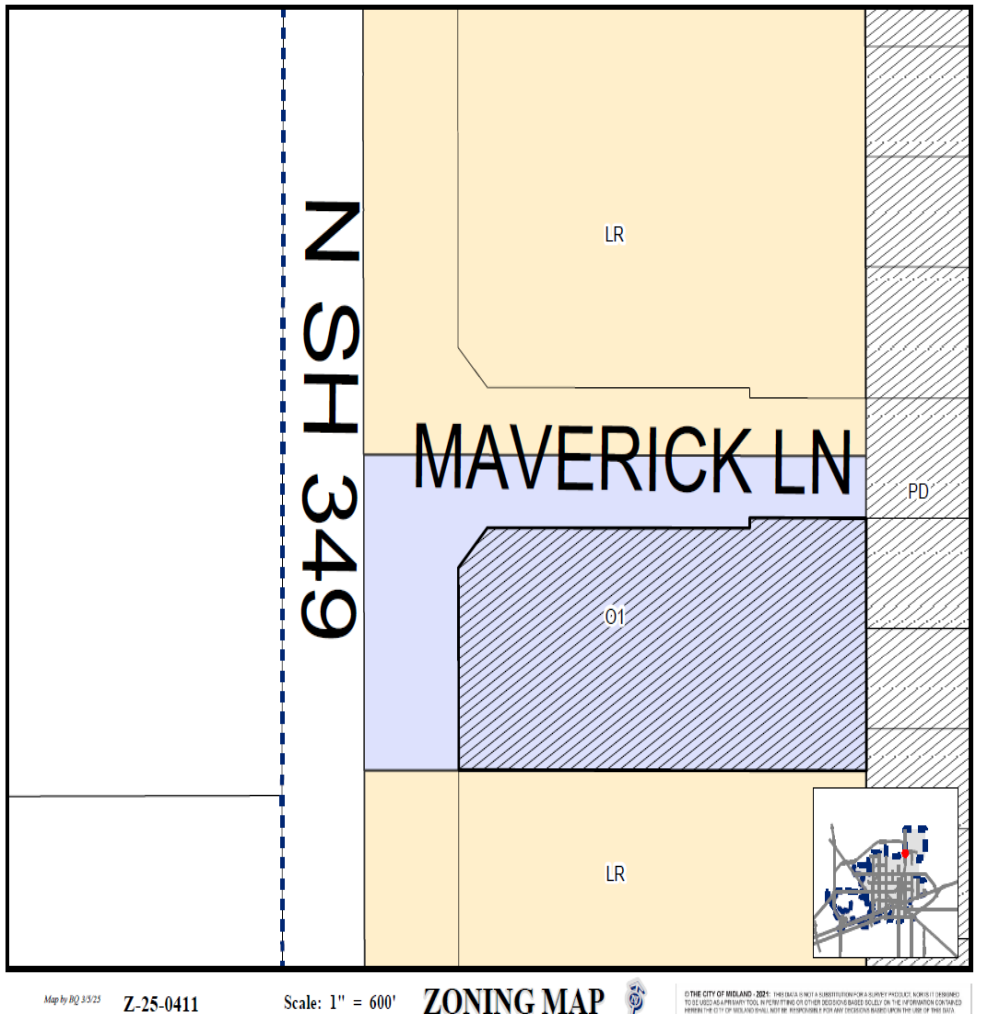
APPLICATION SUMMARY

- **Property Owner**: Real Property Resources Inc.
- **Applicant:** TJ Henson
- **Zone Change**
- **Address:** 6718 N Highway 349 (District 1)
- **Reason for Request:** To be able to operate existing building as a bank.



ZONING

- **Current Zoning:** O-1, Office District
- **Surrounding Zoning:**
  - **North/South:** LR, Local Retail District
  - **East:** PD, Planned Development District for Housing Development
- **Proposed Zoning:** LR, Local Retail District



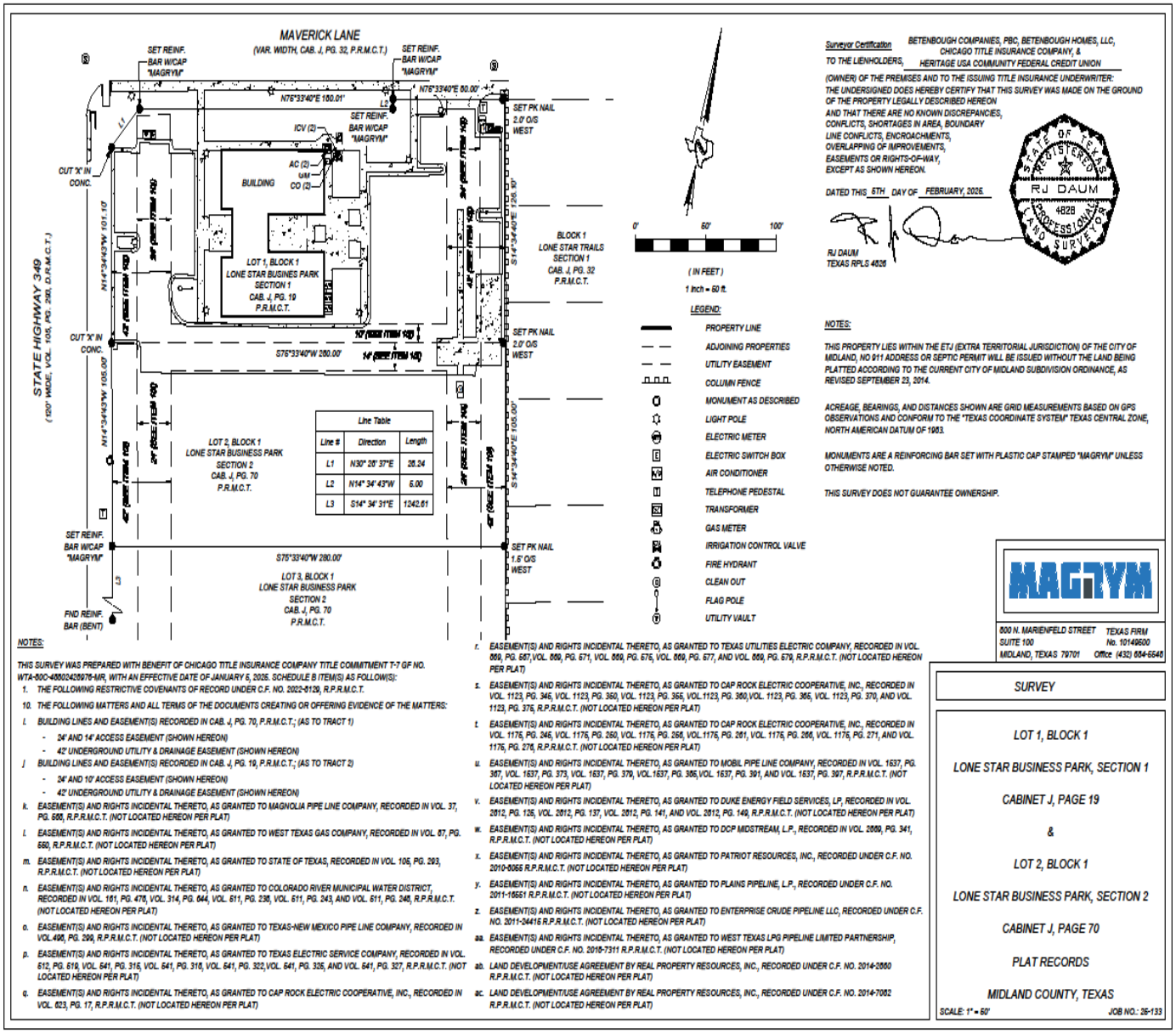
LAND USE

- **Current Use of the Property:** Office
- **Proposed Use of the Property:** Bank
- **Surrounding Uses:**
- **North:** Shopping Center
- **South:** Vacant
- **East:** Residential
- **West:** Office





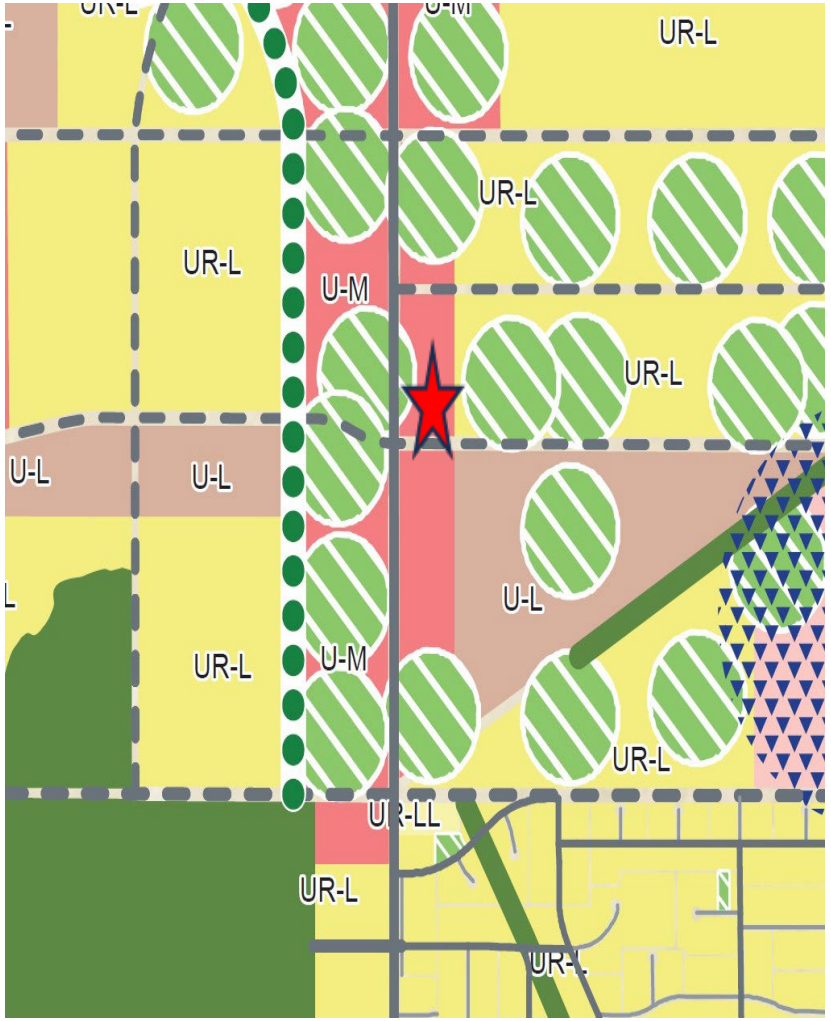
On Maverick Lane, looking South.


MAVERICK LANE
(VAR. WIDTH, CAB. J, PG. 32, P.R.M.C.T.)
STATE HIGHWAY 349
(120' WIDE, VOL. 105, PG. 293, D.R.M.C.T.)
LOT 1, BLOCK 1
LONE STAR BUSINES PARK
SECTION 1
CAB. J, PG. 19
P.R.M.C.T.
BLOCK 1
LONE STAR TRAILS
SECTION 1
CAB. J, PG. 32
P.R.M.C.T.
LOT 2, BLOCK 1
LONE STAR BUSINESS PARK
SECTION 2
CAB. J, PG. 70
P.R.M.C.T.
LOT 3, BLOCK 1
LONE STAR BUSINESS PARK
SECTION 2
CAB. J, PG. 70
P.R.M.C.T.
BUILDING
ICV (2)
AC (2)
CO (2)
SET REINF. BAR W/CAP "MAGRYM"
SET PK NAIL 2.0' O/S WEST
SET PK NAIL 1.5' O/S WEST
CUT 'X' IN CONC.
FND REINF. BAR (BENT)
N76°33'40"E 100.01'
N76°33'40"E 80.00'
S76°33'40"W 280.00'
S14°34'40"E 105.00'
N14°34'43"W 101.10'
N14°34'43"W 105.00'
S14°34'40"E 736.00'
S14°34'40"E 1242.61'
Line Table
Line # | Direction | Length
L1 | N30° 26' 37"E | 26.24
L2 | N14° 34' 43"W | 5.00
L3 | S14° 34' 31"E | 1242.61
0' 50' 100'
(IN FEET)
1 inch = 50 ft.
LEGEND:
PROPERTY LINE
ADJOINING PROPERTIES
UTILITY EASEMENT
COLUMN FENCE
MONUMENT AS DESCRIBED
LIGHT POLE
ELECTRIC METER
ELECTRIC SWITCH BOX
AIR CONDITIONER
TELEPHONE PEDESTAL
TRANSFORMER
GAS METER
IRRIGATION CONTROL VALVE
FIRE HYDRANT
CLEAN OUT
FLAG POLE
UTILITY VAULT
Surveyor Certification
BETENBOUGH COMPANIES, PBC, BETENBOUGH HOMES, LLC, CHICAGO TITLE INSURANCE COMPANY, & HERITAGE USA COMMUNITY FEDERAL CREDIT UNION
TO THE LIENHOLDERS,
(OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER:
THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO KNOWN DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON.
DATED THIS 5TH DAY OF FEBRUARY, 2026.
RJ DAUM
TEXAS RPLS 4826
STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
LAND SURVEYOR
NOTES:
THIS PROPERTY LIES WITHIN THE ETJ (EXTRA TERRITORIAL JURISDICTION) OF THE CITY OF MIDLAND, NO 911 ADDRESS OR SEPTIC PERMIT WILL BE ISSUED WITHOUT THE LAND BEING PLATTED ACCORDING TO THE CURRENT CITY OF MIDLAND SUBDIVISION ORDINANCE, AS REVISED SEPTEMBER 23, 2014.
ACREAGE, BEARINGS, AND DISTANCES SHOWN ARE GRID MEASUREMENTS BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.
MONUMENTS ARE A REINFORCING BAR SET WITH PLASTIC CAP STAMPED "MAGRYM" UNLESS OTHERWISE NOTED.
THIS SURVEY DOES NOT GUARANTEE OWNERSHIP.
NOTES:
THIS SURVEY WAS PREPARED WITH BENEFIT OF CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT T-7 GF NO. WTA-800-40802426976-MR, WITH AN EFFECTIVE DATE OF JANUARY 6, 2026. SCHEDULE B ITEM(S) AS FOLLOW(S):
1. THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD UNDER C.F. NO. 2022-5129, R.P.R.M.C.T.
10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
i. BUILDING LINES AND EASEMENT(S) RECORDED IN CAB. J, PG. 70, P.R.M.C.T.; (AS TO TRACT 1)
- 24' AND 14' ACCESS EASEMENT (SHOWN HEREON)
- 42' UNDERGROUND UTILITY & DRAINAGE EASEMENT (SHOWN HEREON)
j BUILDING LINES AND EASEMENT(S) RECORDED IN CAB. J, PG. 19, P.R.M.C.T.; (AS TO TRACT 2)
- 24' AND 10' ACCESS EASEMENT (SHOWN HEREON)
- 42' UNDERGROUND UTILITY & DRAINAGE EASEMENT (SHOWN HEREON)
k. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO MAGNOLIA PIPE LINE COMPANY, RECORDED IN VOL. 37, PG. 600, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)
l. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO WEST TEXAS GAS COMPANY, RECORDED IN VOL. 67, PG. 550, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)
m. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO STATE OF TEXAS, RECORDED IN VOL. 105, PG. 293, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)
n. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO COLORADO RIVER MUNICIPAL WATER DISTRICT, RECORDED IN VOL. 161, PG. 478, VOL. 314, PG. 644, VOL. 611, PG. 238, VOL. 611, PG. 243, AND VOL. 611, PG. 245, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)
o. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO TEXAS-NEW MEXICO PIPE LINE COMPANY, RECORDED IN VOL.498, PG. 299, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)
p. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO TEXAS ELECTRIC SERVICE COMPANY, RECORDED IN VOL. 512, PG. 519, VOL. 641, PG. 315, VOL. 641, PG. 318, VOL. 641, PG. 322,VOL. 641, PG. 335, AND VOL. 641, PG. 327, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)
q. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO CAP ROCK ELECTRIC COOPERATIVE, INC., RECORDED IN VOL. 623, PG. 17, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)
r. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO TEXAS UTILITIES ELECTRIC COMPANY, RECORDED IN VOL. 669, PG. 567,VOL. 669, PG. 571, VOL. 669, PG. 575, VOL. 669, PG. 577, AND VOL. 669, PG. 579, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)
s. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO CAP ROCK ELECTRIC COOPERATIVE, INC., RECORDED IN VOL. 1123, PG. 345, VOL. 1123, PG. 350, VOL. 1123, PG. 355, VOL.1123, PG. 360,VOL. 1123, PG. 365, VOL. 1123, PG. 370, AND VOL. 1123, PG. 375, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)
t. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO CAP ROCK ELECTRIC COOPERATIVE, INC., RECORDED IN VOL. 1176, PG. 245, VOL. 1176, PG. 250, VOL. 1176, PG. 255, VOL. 1176, PG. 261, VOL. 1176, PG. 266, VOL. 1176, PG. 271, AND VOL. 1176, PG. 276, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)
u. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO MOBIL PIPE LINE COMPANY, RECORDED IN VOL. 1637, PG. 367, VOL. 1637, PG. 373, VOL. 1637, PG. 379, VOL.1637, PG. 385,VOL. 1637, PG. 391, AND VOL. 1637, PG. 397, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)
v. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO DUKE ENERGY FIELD SERVICES, LP, RECORDED IN VOL. 2012, PG. 126, VOL. 2012, PG. 137, VOL. 2012, PG. 141, AND VOL. 2012, PG. 149, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)
w. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO DCP MIDSTREAM, L.P., RECORDED IN VOL. 2069, PG. 341, R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)
x. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO PATRIOT RESOURCES, INC., RECORDED UNDER C.F. NO. 2010-0065 R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)
y. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO PLAINS PIPELINE, L.P., RECORDED UNDER C.F. NO. 2011-16551 R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)
z. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO ENTERPRISE CRUDE PIPELINE LLC, RECORDED UNDER C.F. NO. 2011-24416 R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)
aa. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO WEST TEXAS LPG PIPELINE LIMITED PARTNERSHIP, RECORDED UNDER C.F. NO. 2016-7311 R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)
ab. LAND DEVELOPMENT/USE AGREEMENT BY REAL PROPERTY RESOURCES, INC., RECORDED UNDER C.F. NO. 2014-2660 R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)
ac. LAND DEVELOPMENT/USE AGREEMENT BY REAL PROPERTY RESOURCES, INC., RECORDED UNDER C.F. NO. 2014-7062 R.P.R.M.C.T. (NOT LOCATED HEREON PER PLAT)
MAGRYM
600 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701
TEXAS FIRM
No. 10149500
Office (432) 684-6548
SURVEY
LOT 1, BLOCK 1
LONE STAR BUSINESS PARK, SECTION 1
CABINET J, PAGE 19
&
LOT 2, BLOCK 1
LONE STAR BUSINESS PARK, SECTION 2
CABINET J, PAGE 70
PLAT RECORDS
MIDLAND COUNTY, TEXAS
SCALE: 1" = 50'
JOB NO.: 25-133

Survey

COMPREHENSIVE PLAN

- **TCT Land Use Designation**: Urban-Medium, U-M
- **Supported Uses**:
  - This designation envisions a mix of housing types, as well as neighborhood and community commercial, office, and service-oriented uses.
- Request is compatible with the surrounding area and the Tall City Tomorrow Plan.



STAFF'S RECOMMENDATION

- No objections received.
- Planning and Zoning approved this request on March 17, 2025.
- Staff recommends APPROVAL of this zone change from **O-1, Office District** to **LR, Local Retail District**.



MISSION

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



City Council Meeting

Item Number: 23

Meeting Date: April 22, 2025, May 13, 2025

To: City Council / City Manager

From: Britton Murry, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 15.44-ACRE TRACT OF LAND OUT OF SECTION 31, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF STATE HIGHWAY 191, APPROXIMATELY 220 FEET WEST OF HOLDRIDGE 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 4) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

Maverick Engineering, on behalf of MM&E Holdings, LLC, is requesting a Zone Change from RR, Regional Retail District, to LI, Light Industrial District, to develop industrial warehouse buildings on two properties located on West County Road 77.

Recommended City Council Action:

Approve

Fiscal Impact:

The request has no significant impact on the City's budget.

Strategic Priority:

Strong Economy With More Quality Jobs

Discussion:

Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The properties to the north are located in the ETJ, Extraterritorial Jurisdiction, and are being used for industrial warehouses. The properties to the south are also in the ETJ and are currently vacant lots. The property to the west is zoned RR, Regional Retail District, and the current land use is for a refrigeration company. The property to the east is zoned PD, Planned Development District for a Shopping Center, and the current land use is a storage facility.

Analysis:

The applicant is seeking this zone change in order to develop industrial warehouse buildings. These vacant tracts of land are currently zoned RR, Regional Retail District, which does not allow for the use of industrial warehouses. A zone change to LI, Light Industrial District, would allow for the development of industrial warehouse structures per the City of Midland Zoning Ordinance Use Chart. [Midland City Code Section 4.03]

These tracts of land are concurrently going through the platting process in addition to this zone change request. This tract of land will be developed into three lots that would all fall under the proposed LI, Light Industrial District zoning regulations. LI, Light Industrial District zoning does not have an established minimum lot area, lot width, or lot depth per the Nonresidential Zoning District Dimensional Regulations Chart. [Midland City Code Section 5.05.]

While this property does not directly abut any LI zones, the surrounding land use is similar in nature to what would typically be found in LI, Light Industrial zoning. Furthermore, just to the east of this tract of land, there are several lots that are zoned LI, Light Industrial District, and reflect the same characteristics of this proposed use.

The Tall City Tomorrow Comprehensive Plan does not have an established designation for this property.

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. All future structures must adhere to the IFC 2015.

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning. Informational: Future plats will need to identify any Oil or Gas wells and include 500 ft. radius for a city permitted well or the 135 ft. radius for non-permitted well radius on plat. Please note if oil & gas wells are not identified or left off a plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified with comments- No structure shall be built over an abandoned well.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Access spacing will be required to adhere to the TxDOT Access Management Standards along the state highway. [Reference City Code Section 9-4-5(D).]

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 Planning & Zoning Commission recommended approval of this request on February 3, 2025.

Therefore, staff recommends approval of this Zone Change from RR, Regional Retail District to LI, Light Industrial District.

Letters of Objection:

Staff has not received any letters of objection as of April 11, 2025.

Attachments:

Application
Maps
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 15.44-ACRE TRACT OF LAND OUT OF SECTION 31, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF STATE HIGHWAY 191, APPROXIMATELY 220 FEET WEST OF HOLDRIDGE 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 a 15.44-acre tract of land out of Section 31, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property") to LI, Light Industrial 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 RR, Regional Retail District to LI, Light Industrial 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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

EXHIBIT "A"

FIELD NOTE DESCRIPTION OF A 15.44 AC RE TRACT OF LAND, SITUATED IN SECTION 31, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING THE AGGREGATE OF A CALLED 11.461 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2007-24354 AND A CALLED 4.0 ACRE TRACT IN DOCUMENT NUMBER 2009-10929, BOTH IN THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY AND BEING MARE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING *AT N.(Y): 10688335.53, E.(X): 1705960.38, A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "HOWELL RPLS 280" (HOWELL) FOUND AND ACCEPTED AS BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK 5, WEST 191 INDUSTRIAL PARK ADDITION, SECTION 2 AS SHOWN ON A PLAT RECORDED AS DOCUMENT NUMBER 2009-7917 IN CABINET I ON PAGE 44 OF THE PLAT RECORDS OF SAID MIDLAND COUNTY, IN THE NORTH LINE OF STATE HIGHWAY 191 AS DESCRIBED IN VOLUME 711 ON PAGE 328 OF THE DEED RECORDS OF SAID MIDLAND COUNTY FOR THE SOUTHEAST CORNER HEREOF;*

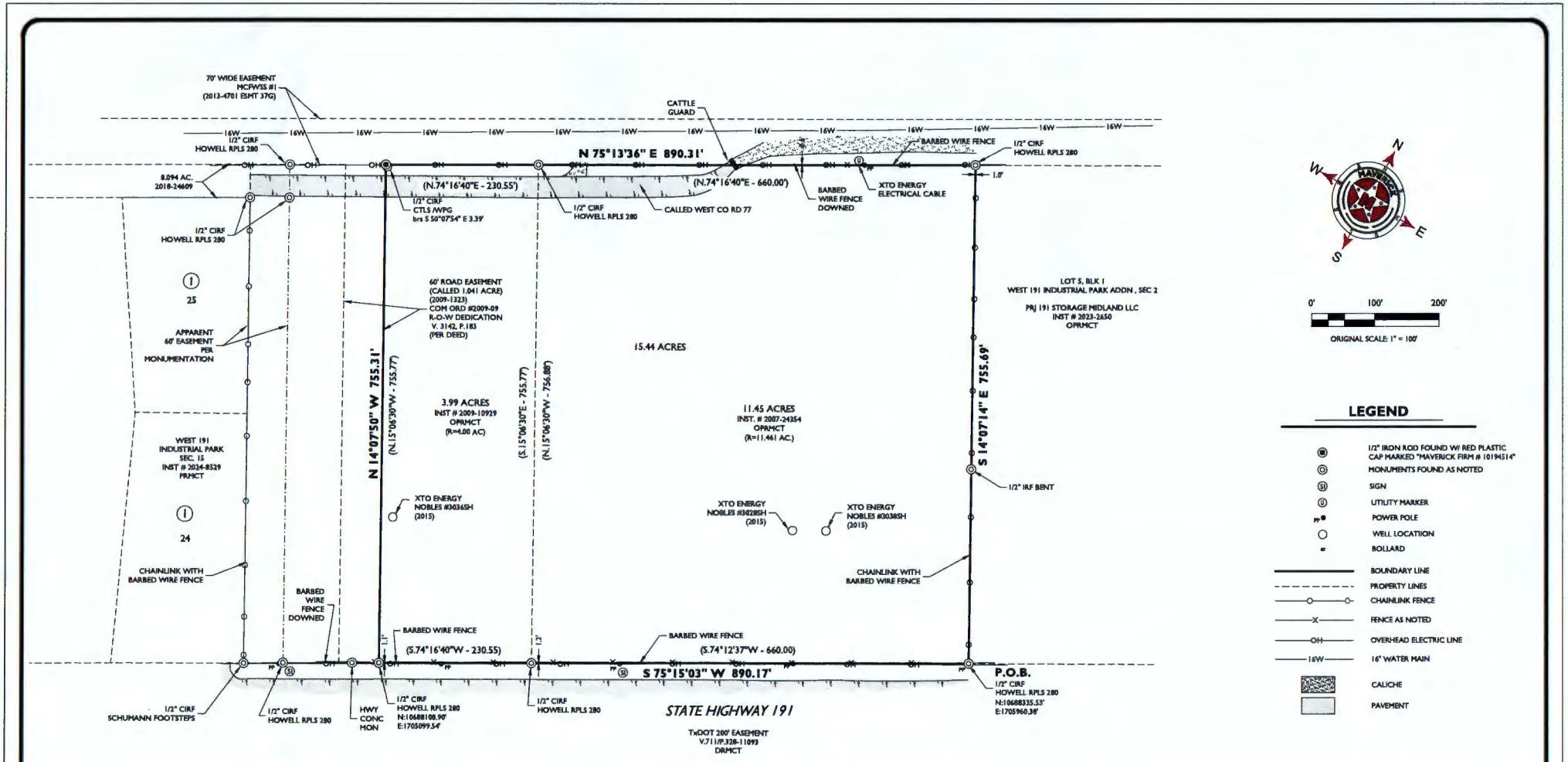
THENCE *S.75°15'03"W., ALONG SAID STATE HIGHWAY 191, AT 659.85 FEET PASSING A "HOWELL" AT THE SOUTH COMMON CORNER OF THESE TWO TRACTS, IN ALL 890.17 FEET TO A "HOWELL" FOUND AT THE SOUTHEAST CORNER OF A CALLED 1.041 ACRE TRACT, BEING A 60 FOOT ROAD EASEMENT IN ORDINANCE NUMBER 2009-09 AS DESCRIBED IN DOCUMENT NUMBER 2009-1323 OF SAID "OPR" FOR THE SOUTHWEST CORNER HEREOF;*

THENCE *N.14°07'50"W., ALONG SAID CALLED 1.041 ACRE TRACT, 755.31 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM#10194514" SET IN THE SOUTH LINE OF A CALLED 70 FOOT WIDE EASEMENT BEING DESCRIBED IN DOCUMENT NUMBER 2013-4701 OF SAID "OPR" FOR THE NORTHWEST CORNER HEREOF;*

THENCE *N.75°13'36"E., ALONG SAID EASEMENT, 890.31 FEET TO A "HOWELL" FOUND AT THE NORTHWEST CORNER OF SAID LOT 5, FOR THE NORTHEAST CORNER HEREOF;*

THENCE *S.14°07'14"E., ALONG SAID LOT 5, 755.69 FEET TO THE* ***POINT OF BEGINNING****, CONTAINING 15.44 ACRES OF LAND.*

EXHIBIT "A" (cont'd)



0' 100' 200'

ORIGINAL SCALE: 1" = 100'

LEGEND

- 1/2" IRON ROD FOUND W/ RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514"
- MONUMENTS FOUND AS NOTED
- SIGN
- UTILITY MARKER
- POWER POLE
- WELL LOCATION
- BOLLARD
- BOUNDARY LINE
- PROPERTY LINES
- CHAINLINK FENCE
- FENCE AS NOTED
- OVERHEAD ELECTRIC LINE
- 16" WATER MAIN
- CALICHE
- PAVEMENT

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, WITH A CONVERGENCE ANGLE (theta) OF -0°57'44.73" AND A COMBINED SCALE FACTOR OF 0.999883304 AT NGS ARP 2 MAF.
2. 1/2 IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514" AT ALL SET CORNERS, UNLESS OTHERWISE SPECIFIED.
3. SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.
4. LOCATION OF BURIED UTILITIES AND PIPELINES, IF ANY, IS APPROXIMATE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE, OR BY ONE-CALL 811 SITE MARKINGS AT THE TIME OF THIS SURVEY. DUE CARE IS RECOMMENDED; CALL 1-800-DIG-TESS FOR LOCATES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.
5. FENCES ARE ON OR WITHIN 0.5' OF THE PROPERTY LINE UNLESS OTHERWISE NOTED OR SHOWN HEREON.

FIELD NOTES:

FIELD NOTE DESCRIPTION OF A 15.44 AC RE TRACT OF LAND, SITUATED IN SECTION 31, BLOCK 46, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING THE AGGREGATE OF A CALLED 11.461 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2007-24354 AND A CALLED 4.0 ACRE TRACT IN DOCUMENT NUMBER 2009-10929, BOTH IN THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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F:\2024\240165-REX OILFIELD SERVICES LP-I-20 INDUSTRIAL\DRAWINGS\BOUNDARY SURVEY\240165 BOUNDARY SURVEY.DWG Last Save by: AKalenak 10/16/24

SURVEYOR: GWS	SCALE: 1" =100'	APPROVAL DATE:
DRAWN BY: AK	JOB NO.: 240165	REV 1:
APPROVED:	FIELD WORK COMPLETED: 10.09.24	REV 2:

TO REX OILFIELD SERVICES, LP: THIS SURVEY WAS PERFORMED ON THE GROUND AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND COMPLIES WITH THE TBPELS STANDARDS FOR A BOUNDARY SURVEY.

GREGORY W. SHOULTS, RPLS #5356
FIRM NO. TX #10194514

OCTOBER 16, 2024

STATE OF TEXAS REGISTERED GREGORY W. SHOULTS 5356 PROFESSIONAL LAND SURVEYOR

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514
1909 West Wall Street, Suite "K" - Midland, Texas 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

REX OILFIELD SERVICES, LP

BOUNDARY SURVEY WITH IMPROVEMENTS

FOR A 15.44 ACRE TRACT OF LAND, SITUATED IN SECTION 31, BLOCK 46, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: 2-25-0408

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: MM&E HOLDINGS LLC		Phone (432) 813-2969 Email isai@rexoilfield.com	
Address PO BOX 60261	City MIDLAND	State TX	Zip 79711

Property Owner Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: MAVERICK ENGINEERING Printed Name: ASHLEE DEVINE		Phone (432) 262-0999 Email adevine@maverick-eng.com	
Address 1909 W WALL STREET, SUITE K	City MIDLAND	State TX	Zip 79701

Street Address: NOT AVAILABLE

Legal Description
Lot: Block: Subdivision: SEE ATTACHED M&B

Current Zoning: RR	**Proposed Zone:** LIGHT INDUSTRIAL *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: TO DEVELOP LIGHT INDUSTRIAL WAREHOUSE BUILDINGS

Present Use of Property: VACANT

Proposed Use of Property: LIGHT INDUSTRIAL BUSINESS TYPE DEVELOPMENT

How would this zone change affect the public health, safety and welfare?
NO CHANGE

Describe how conditions affecting the property have changed since present zoning designation: NO CHANGE, PROPOSED USE WILL CONFORM TO SURROUNDING BUSINESSES

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): Signed by: A78D58A42DBE4F6...	Date: 1/7/2025
Applicant (printed): Isai Bracamontes	
Property Owner (signature):	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.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Ashlie Devine who, being by me duly sworn, upon oath says: That (s)he is the owner of W. TX Industrial Sec 16 or authorized by MMGE Holdings 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.

Ashlie Devine
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 8th day of January, 2025, to certify which witness my hand and ~~seal of office~~.

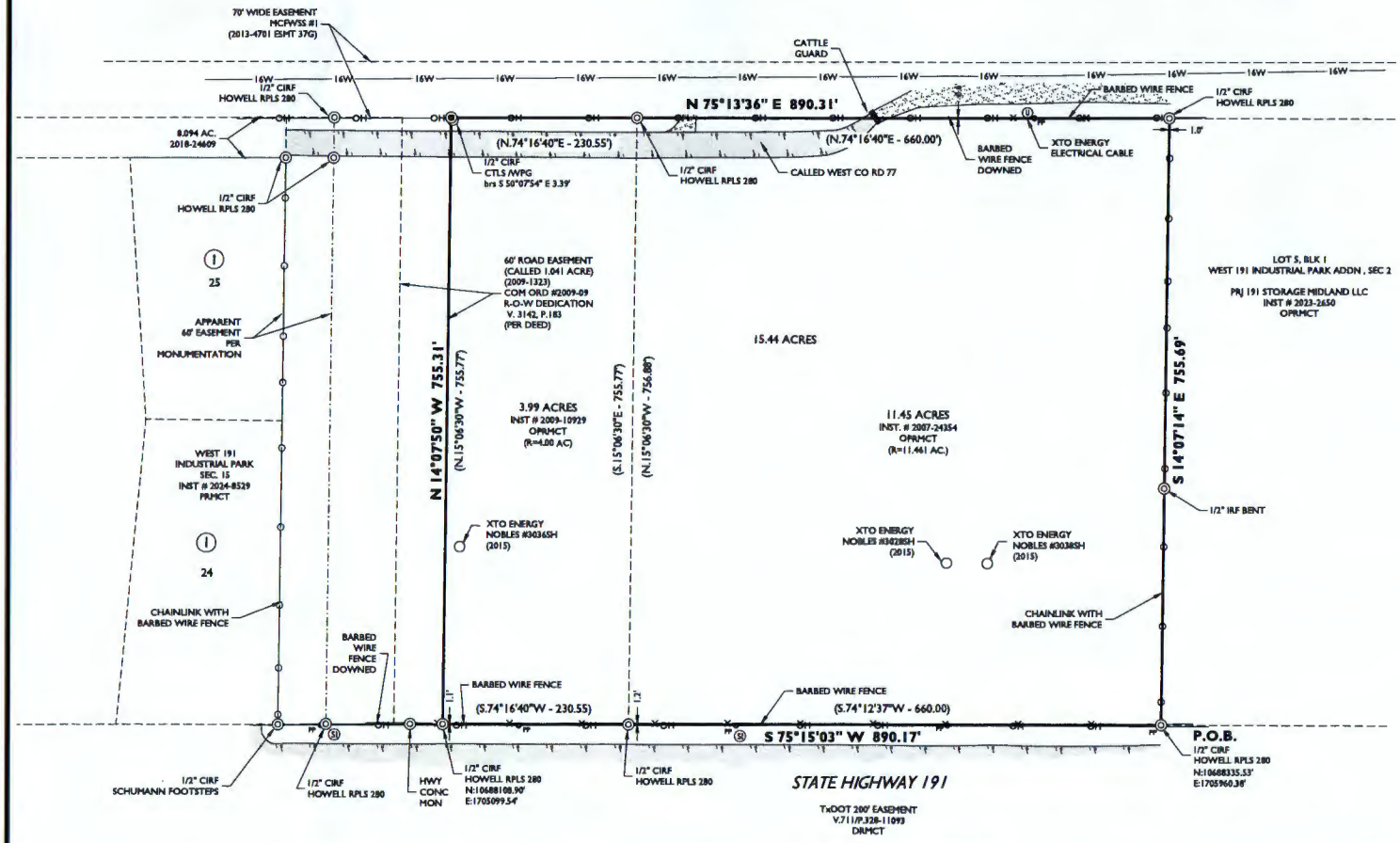
SAVANNAH DAVIS
Notary Public, State of Texas
Comm. Expires 05-20-2028
Notary ID 134907724

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 5087	
Received By:	Date:

RECEIVED
JAN 08 2025





0' 100' 200'

ORIGINAL SCALE: 1" = 100'

LEGEND

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- MONUMENTS FOUND AS NOTED
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- POWER POLE
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SURVEYOR: GWS	SCALE: 1" =100'	APPROVAL DATE:
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GREGORY W. SHOULTS, RPLS #5356
FIRM NO. TX #10194514

OCTOBER 16, 2024

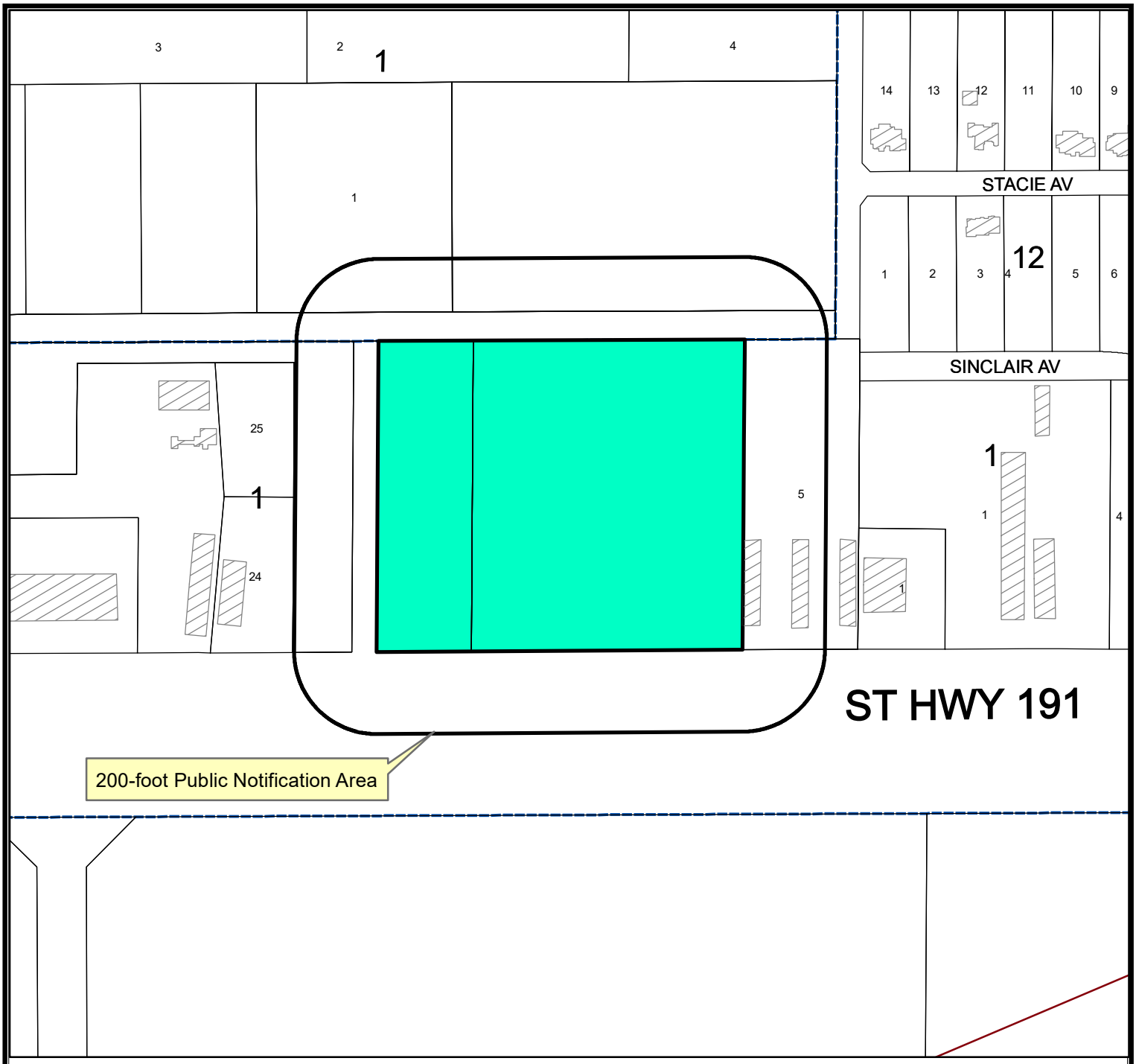
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FOR A 15.44 ACRE TRACT OF LAND, SITUATED IN SECTION 31, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS



Location Map

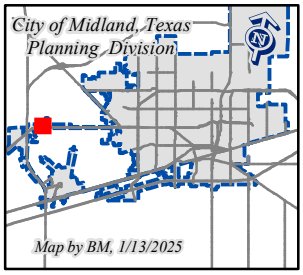
Z-25-0408 **Scale: 1" = 348'**

Consider a request by Maverick Engineering, on behalf of MM&E Holdings, LLC, for a Zone Change from RR, Regional Retail District, to LI, Light Industrial District, for a 15.44-acre tract of land located in the southeast quarter of Section 31, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

Generally located on the north side of State Highway 191,approximately 420 feet west of Holdridge Road. (Council District 4)

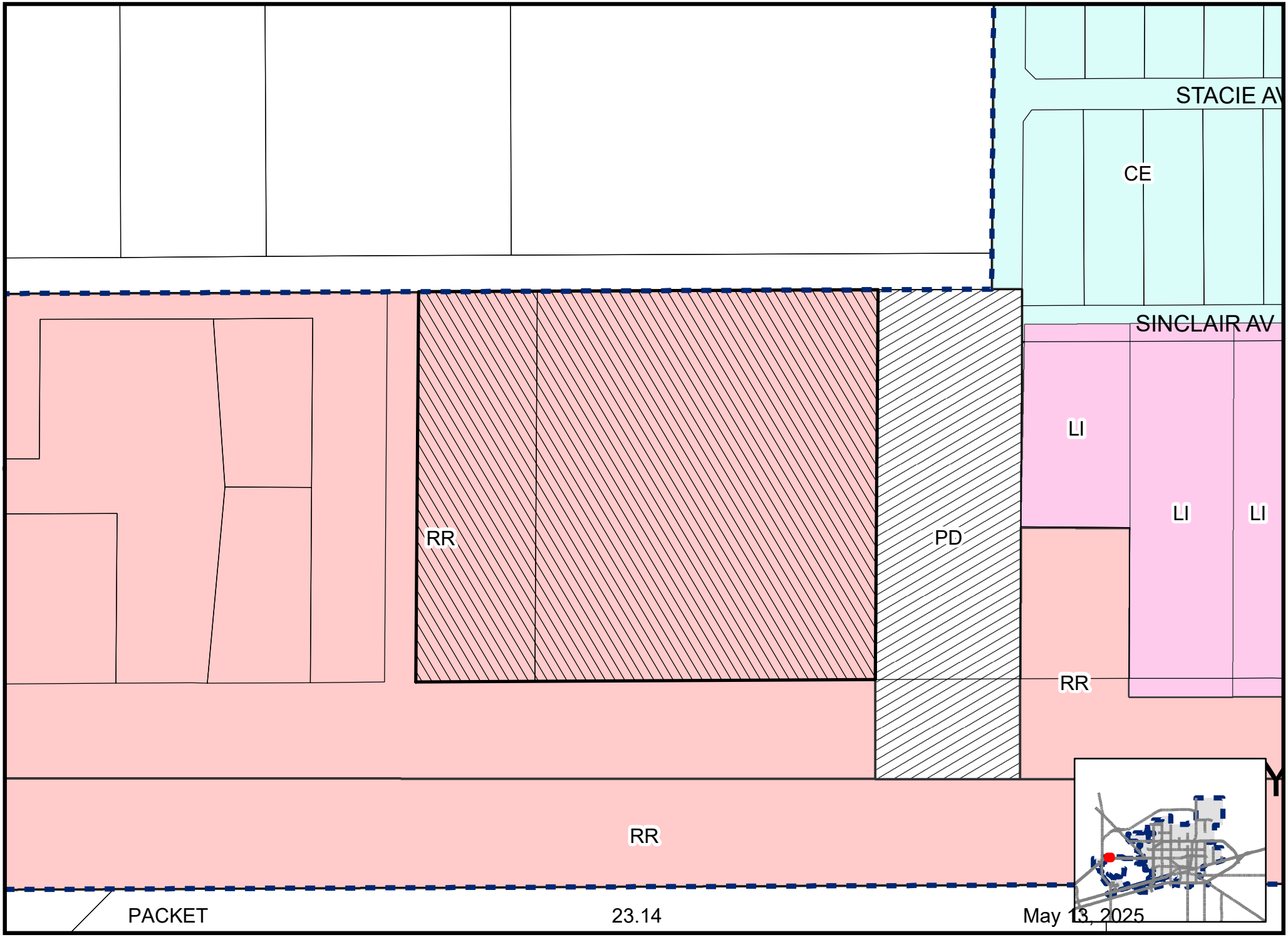
LEGEND

CITY LIMITS
PARCEL
PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

May 13, 2025



Map BM, 1/13/2025

Z-25-0408

Scale: 1" = 233'

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.

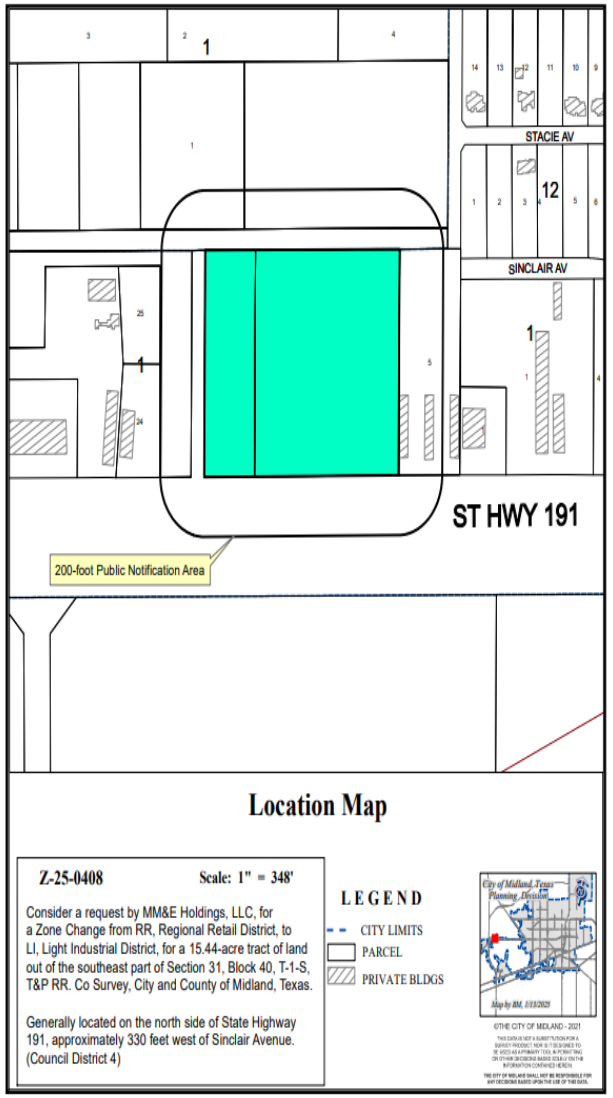

STACIE AV
SINCLAIR AV
ST HWY 191


PACKET
23.16
May 13, 2025


MIDLAND
Be the Energy!
WEST 191 INDUSTRIAL PARK, SECTION 16
ZONE CHANGE
Visit Our Website
MIDLANDTEXAS.GOV

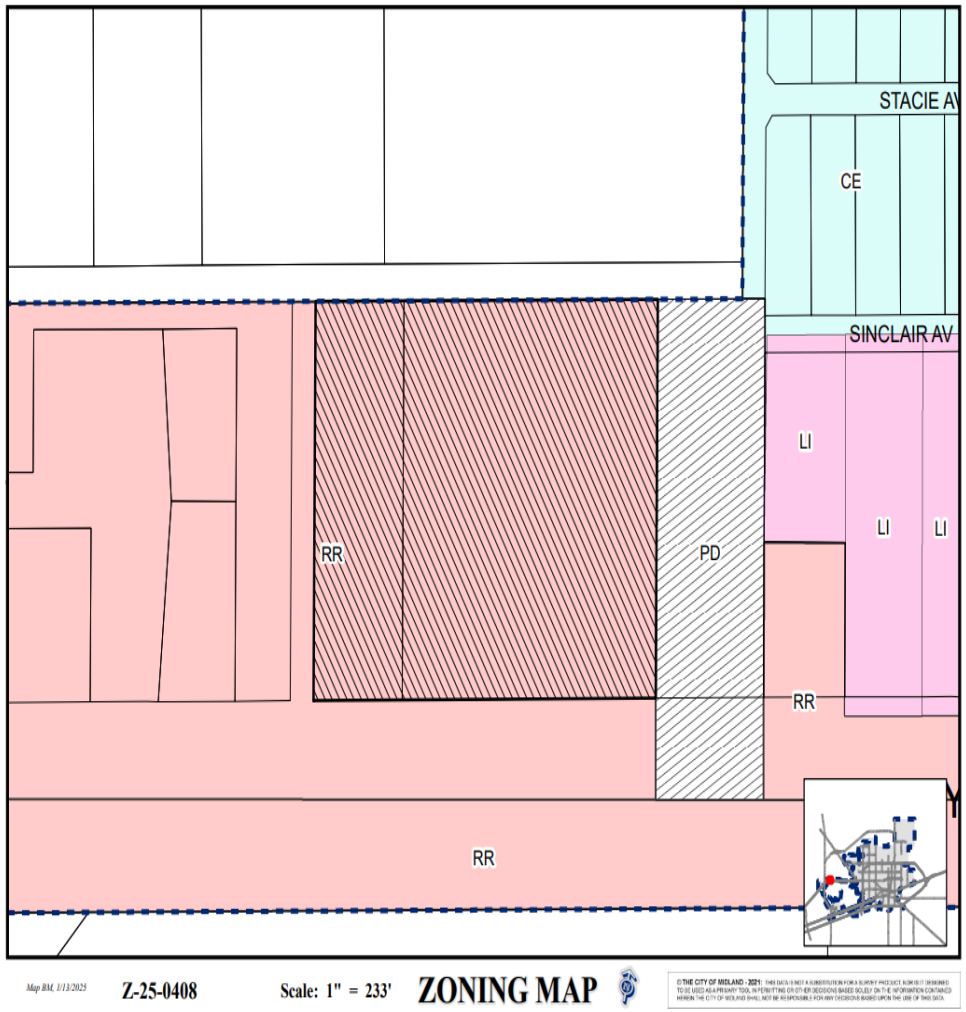
APPLICATION SUMMARY

- **Property Owner/Applicant**: MM&E Holdings, LLC
- **Representative:** Ashlee Devine, with Maverick Engineering
- **Zone Change**
- **Address:** Generally located on the north side of State Highway 191, approximately 220 feet west of Holdridge Road. (Council District 4)



ZONING

- **Current Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North:** ETJ, Extraterritorial Jurisdiction
  - **East:** PD, Planned Development District for a Shopping Center, and LI, Light Industrial District
  - **South/West:** RR, Regional Retail District
- **Proposed Zoning:** LI, Light Industrial District



LAND USE

- **Current Use of the Property:** Vacant
- **Proposed Use of the Property:** Industrial Warehouse Buildings
- **Surrounding Uses:**
- **North:** Industrial Buildings
- **West:** Refrigeration Company
- **East:** Storage Facility
- **South:** Vacant

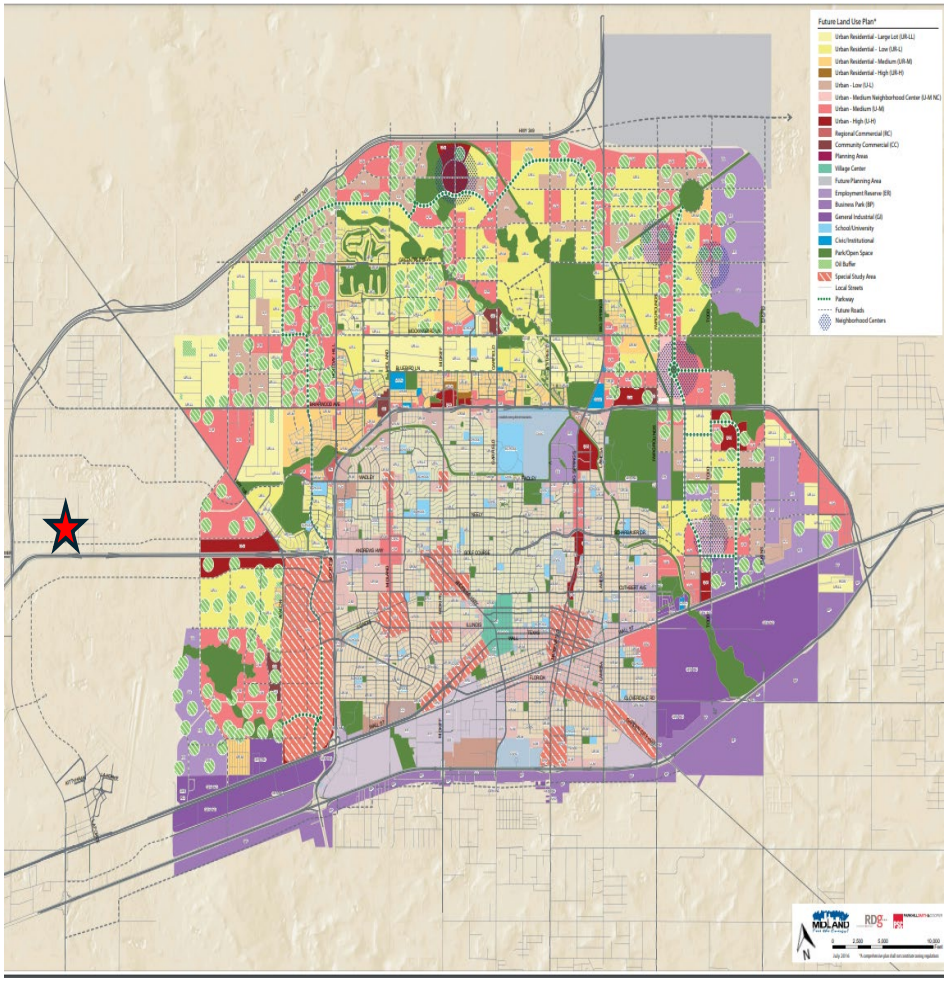


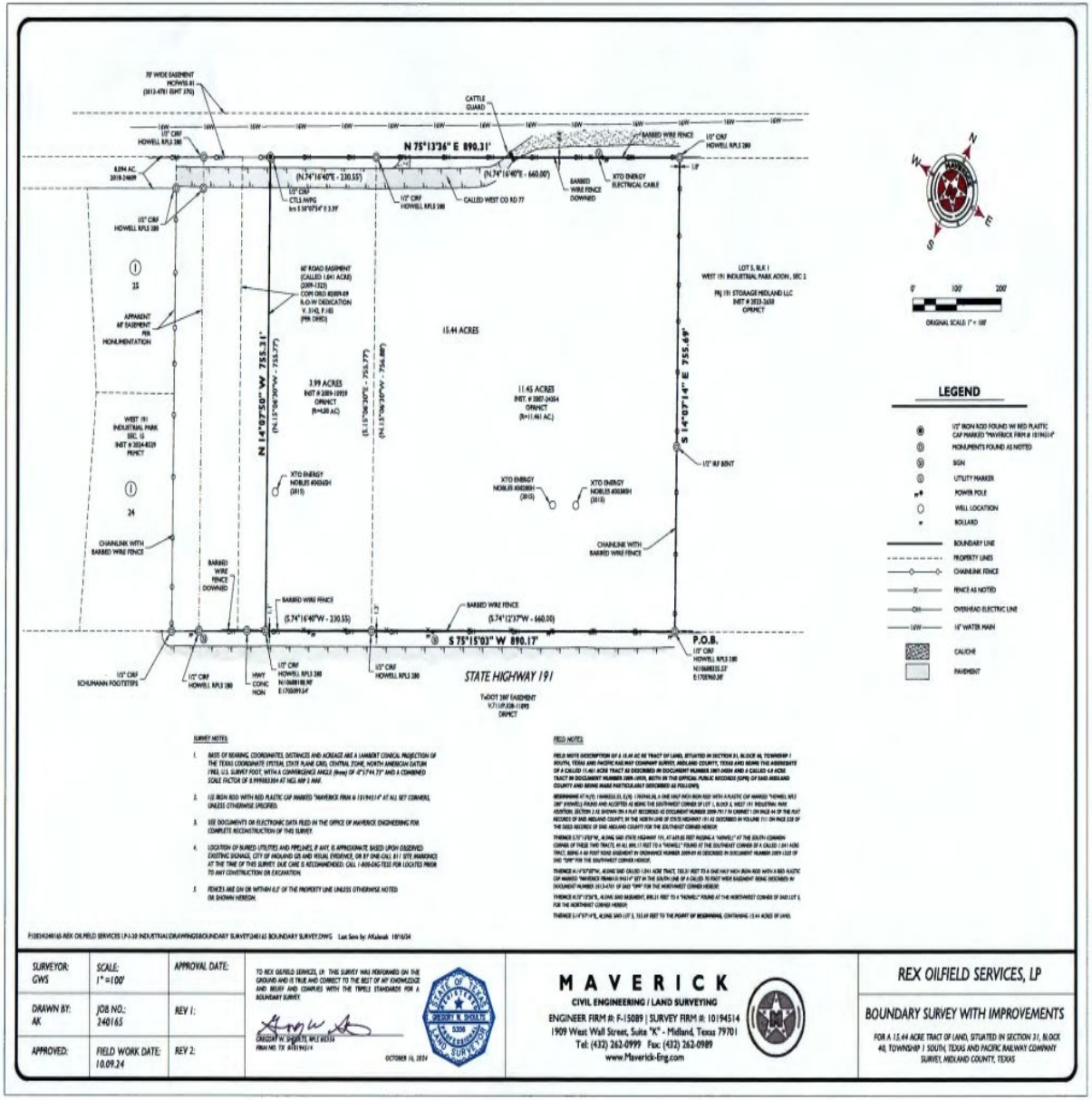


On State Highway 191, Looking North

COMPREHENSIVE PLAN

- **TCT Land Use Designation:** Not designated




N 75°13'36" E 890.31'
S 75°15'03" W 890.17'
N 14°07'50" W 755.31'
S 14°07'14" E 755.68'
15.44 ACRES
STATE HIGHWAY 191
P.O.B.
LEGEND
BOUNDARY LINE
PROPERTY LINES
CHAINLINK FENCE
BARBED WIRE FENCE
OVERHEAD ELECTRIC LINE
16" WATER MAIN
CALICHE
PAVEMENT
SURVEYOR: GWS
SCALE: 1" = 100'
APPROVAL DATE:
DRAWN BY: AK
JOB NO.: 240165
REV 1:
APPROVED:
FIELD WORK DATE: 10.09.24
REV 2:
MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514
1909 West Wall Street, Suite "K" - Midland, Texas 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com
REX OILFIELD SERVICES, LP
BOUNDARY SURVEY WITH IMPROVEMENTS

Survey

STAFF'S RECOMMENDATION

- No objections received.
- The Planning & Zoning Commission recommended approval of this request on February 3, 2025.
- Staff recommends APPROVAL of this zone change from RR, Regional Retail District to LI, Light Industrial District.



MISSION

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



City Council Meeting

Item Number: 24

Meeting Date: April 22, 2025, May 13, 2025

To: City Council / City Manager

From: Madelim Jaquez, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.994-ACRE TRACT OF LAND OUT OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT, IN PART, AND C, COMMERCIAL DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH MIDKIFF 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) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Maverick Engineering is requesting a Zone Change from RR, Regional Retail District, in part, and C, Commercial District, in part to RR, Regional Retail District to develop a Murphy's Gas Station and Convenience Store on a property located at the southeast corner of the intersection of West Wall Street and South Midkiff Road.

Recommended City Council Action:

Approve

Fiscal Impact:

The request has no significant impact on the City's budget.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

RR, Regional Retail District, in part, and C, Commercial District, in part.

Surrounding Zoning and Land Use:

The properties to the north are zoned RR, Regional Retail District, and the land is currently being used as a gas station, gym, and motel. The properties to the east are zoned C, Commercial District, and are currently an electrical supply store, window tinting shops, and a collision center. The properties to the west are zoned RR, Regional Retail District, and C, Commercial District, and are currently used with a gas station, fast food restaurants, and Inns. The properties to the south are zoned C, Commercial District, and consist of a vacant building and Inns.

Analysis:

The applicant is seeking this zone change from RR, Regional Retail District, in part, and C, Commercial District, in part, to RR, Regional Retail District, in order to develop a Murphy's Gas Station and Convenience Store, which is an allowed use in the RR, Regional Retail District and C, Commercial District, zoning. Changing this zoning would help the future retail development of this area. This lot does meet the minimum lot requirements for the RR, Regional Retail District.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3; which designated this area as Special Study Area, which has no current policies.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning.

Informational: Future plats will need to identify any Oil or Gas wells and include 500 ft. radius for a city permitted well or the 135 ft. radius for non-permitted well radius on plat. Please note if oil & gas wells are not identified or left off a plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified with comments- No structure shall be built over an abandoned well.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

Therefore, staff recommends approval of this Zone Change from RR, Regional Retail District, in part, and C, Commercial District, in part to RR, Regional Retail District.

Letters of Objection:

Staff has not received any letters of objection as of April 18, 2025.

Attachments:

Application
Survey
Maps
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.994-ACRE TRACT OF LAND OUT OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT, IN PART, AND C, COMMERCIAL DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH MIDKIFF 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 a 0.994-acre tract of land out of Section 33, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein (the "Property") to RR, Regional Retail 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 RR, Regional Retail District, in part, and C, Commercial District, in part, to RR, Regional Retail 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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

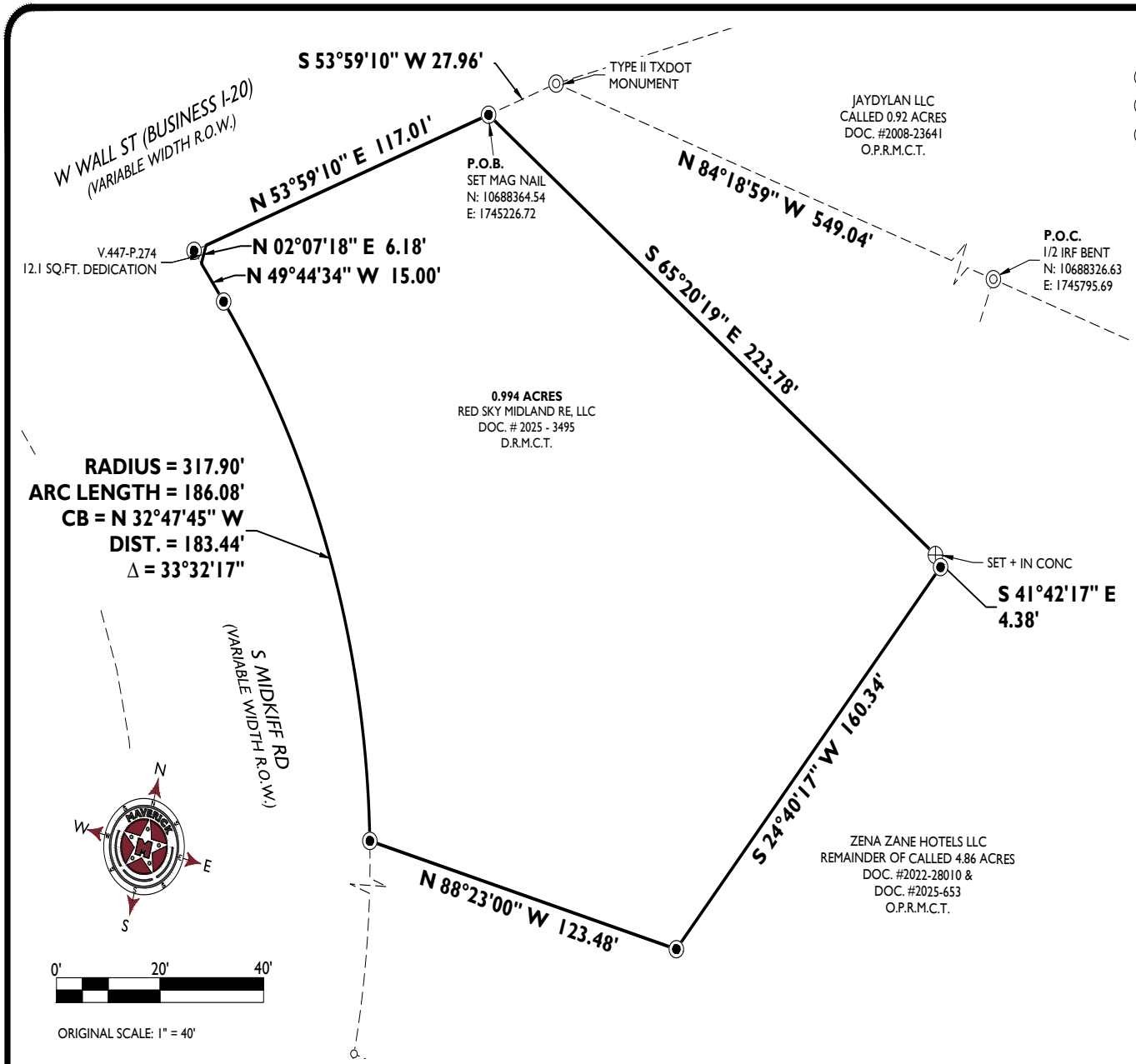
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney



LEGEND

⊗	"+" SET IN CONCRETE	———	PROPOSED EASEMENT
◉	MAG NAIL SET	- - - - - -	PROPERTY LINES
◎	FOUND MONUMENT AS NOTED	O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
○	LOT CORNER		

METES & BOUNDS

FIELD NOTE DESCRIPTION OF A 0.994 ACRE TRACT OF LAND, SITUATED IN SECTION 33, BLOCK 39, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING A PORTION OF A CALLED 4.86 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2022-28010 AND CORRECTED IN DOCUMENT NUMBER 2025-653 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING *AT N.(y):10688326.63, E.(x):1745795.69, A BENT ONE HALF INCH IRON ROD FOUND IN THE SOUTH LINE OF LOT 2, BLOCK 6, BANKHEAD ADDITION SECTION 12 AS SHOWN ON A PLAT RECORDED IN CABINET M ON PAGE 43 OF THE PLAT RECORDS OF SAID MIDLAND COUNTY, AT THE NORTHWEST CORNER OF A CALLED 1 ACRE TRACT AS DESCRIBED IN VOLUME 1030 ON PAGE 342 OF SAID "OPR", BEING THE NORTHEAST CORNER OF SAID CALLED 4.86 ACRE TRACT,* ***THENCE*** *N.84°18'59"W, 549.04 FEET (550.00') TO A TYPE II TxDOT MONUMENT, FOUND ON THE SOUTHEAST LINE OF BUSINESS IH 20, THENCE S.53°59'10"W., 27.96 FEET TO A MAG NAIL SET FOR THE* ***POINT OF BEGINNING*** *AND BEING THE NORTH CORNER HEREOF;*

THENCE *S.65°20'19"E., SEVERING SAID 4.86 ACRE TRACT, 223.78 FEET TO A "+" MARKED IN CONCRETE FOR THE NORTH, NORTHEAST CORNER HEREOF;*

THENCE *S.41°42'17"E., 4.38 FEET TO A MAG NAIL SET FOR THE SOUTH, NORTHEAST CORNER HEREOF;*

THENCE *S.24°40'17"W., 160.34 FEET TO A MAG NAIL SET FOR THE SOUTHEAST CORNER HEREOF;*

THENCE *N.88°23'00"W., 123.48 FEET TO A MAG NAIL SET IN THE EAST LINE OF MIDKIFF ROAD FOR A POINT OF DEFLECTION RIGHT FOR A CURVE TO THE LEFT HAVING A RADIUS OF 317.90 FEET AND A CHORD BEARING AND DISTANCE OF N.32°47'45"W., 175.08 FEET;*

THENCE *ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT AN ARC DISTANCE OF 186.08 FEET TO A MAG NAIL SET AT THE POINT OF TANGENCY HEREOF;*

THENCE *N.49°44'34"W., ALONG SAID MIDKIFF ROAD, 15.00 FEET TO A POINT AS DESCRIBED IN A DEDICATION DEED RECORDED IN VOLUME 447 ON PAGE 274 OF SAID "OPR" FOR A CUTBACK CORNER HEREOF;*

THENCE *N.02°07'18"E., ACROSS SAID CUTBACK, 6.18 FEET TO A POINT IN THE SOUTHEAST LINE OF BUSINESS IH 20 FOR THE MOST NORTHERLY WEST CORNER HEREOF;*

THENCE *N.53°59'10"E., ALONG SAID BUSINESS IH 20 117.01 FEET TO THE* ***POINT OF BEGINNING*** *CONTAINING 43,322 SQUARE FEET OR 0.994 ACRE OF LAND.*

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, WITH A CONVERGENCE ANGLE (theta) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.99989611 AT NGS MIDLAND.*

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PACKET 247

JOB NO.:	FIELD WORK:	DRAWN BY:	REV 1:	REV 2:
240162	10.4.24	BK		

I THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

GREGORY W. SHOULTS, RPLS #5356
FIRM NO. TX #10194514

FEBRUARY 18, 2025

STATE OF TEXAS
REGISTERED
GREGORY W. SHOULTS
5356
PROFESSIONAL
LAND SURVEYOR

EXHIBIT A

ZONING BOUNDARY EXHIBIT

BEING A 0.994 ACRE TRACT OF LAND, SITUATED IN SECTION 33, BLOCK 39, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY TEXAS.

May 13, 2025

Drawing - F:\2024\240162-RED SKY HOLDINGS-MURPHY'S MIDLAND-MIDKIFF AND WALL STREET\DRAWINGS\EXHIBIT\240162 - ZONING EXHIBIT.DWG Last Saved By: ADevine on 2/18/25

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: 2-25-0412

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: SEE REPRESENTATIVE		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: RED SKY MIDLAND, RE LLC		Phone (918) 760-7793 Email phil@redskyholdings.com	
Address 15110 DALLAS PARKWAY #440	City DALLAS	State TX	Zip 75248

Representative *(if different from Applicant or Property Owner)* Firm: MAVERICK ENGINEERING Printed Name: ASHLEE DEVINE		Phone (432) 262-0999 Email adevine@maverick-eng.com	
Address 1909 W WALL STREET, SUITE K	City MIDLAND	State TX	Zip 79701

Street Address: SEE ATTACHED

Legal Description
Lot: Block: Subdivision:

Current Zoning: RR AND C	**Proposed Zone:** RR *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: TO PLAT AND MAKE A SINGLE ZONE DESIGNATION

Present Use of Property: CURRENTLY BEING USED AS A RESTURANT

Proposed Use of Property: DEVELOPED INTO A MURPHYS GAS STATION AND CONVIENCE STORE

How would this zone change affect the public health, safety and welfare? NO AFFECT

Describe how conditions affecting the property have changed since present zoning designation: CURRENTLY GOING THROUGH THE PLATTING PROCESS AND WILL BE REDEVLOPED

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): SEE PROPERTY OWNER	Date:
Applicant (printed): SEE PROPERTY OWNER	
Property Owner (signature):	Date: 2/17/25
Property Owner (printed): Kevin Mattson - Manager	

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 Ashlee Devine who, being by me duly sworn, upon oath says: That (s)he is the owner of Ready Midland RE LLC or authorized by Kevin Mattson, 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.

Ashlee Devine
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 17th day of February, 2025, to certify which witness my hand and seal of office.

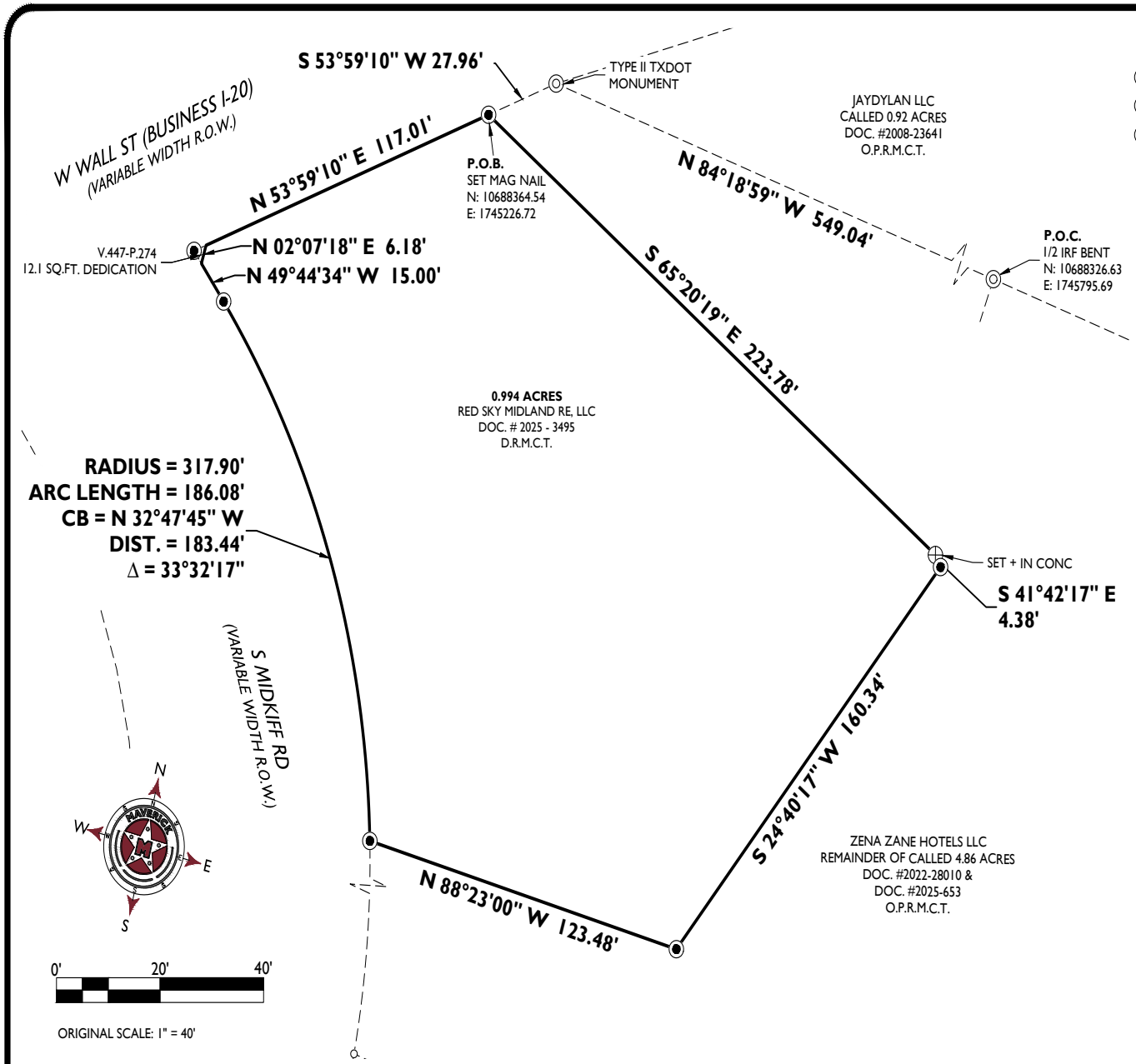
SAVANNAH DAVIS
Notary Public, State of Texas
Comm. Expires 05-20-2028
Notary ID 13490772

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 5188	RECEIVED
Received By: Beatriz Reyes	Date: FEB 19 2025
	Initial:

Application will not be considered for scheduling until reviewed by a planner.



LEGEND

⊗	"+" SET IN CONCRETE	———	PROPOSED EASEMENT
◉	MAG NAIL SET	– – – – – –	PROPERTY LINES
◎	FOUND MONUMENT AS NOTED	O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
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PACKET 24-10

JOB NO.:	FIELD WORK:	DRAWN BY:	REV 1:	REV 2:
240162	10.4.24	BK		

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GREGORY W. SHOULTS, RPLS #5356
FIRM NO. TX #10194514

FEBRUARY 18, 2025

STATE OF TEXAS
REGISTERED
GREGORY W. SHOULTS
5356
PROFESSIONAL
LAND SURVEYOR

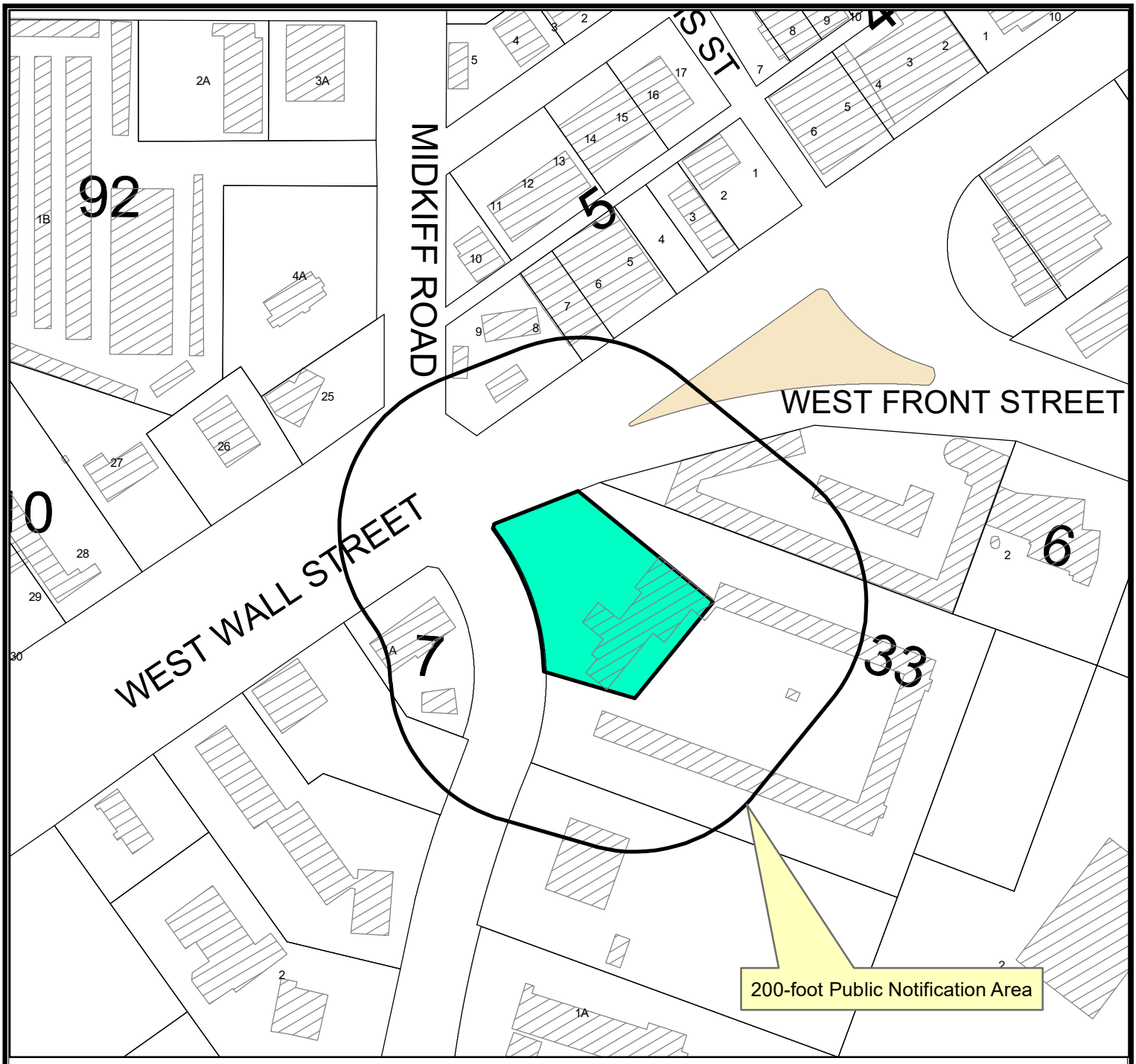
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ZONING BOUNDARY EXHIBIT

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May 13, 2025

Drawing - F:\2024\240162-RED SKY HOLDINGS-MURPHY'S MIDLAND-MIDKIFF AND WALL STREET\DRAWINGS\EXHIBIT\240162 - ZONING EXHIBIT.DWG Last Saved By: ADevine on 2/18/25



Location Map

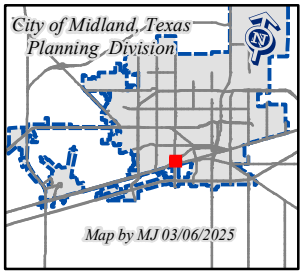
Z-25-0412 **Scale: 1" = 186'**

Consider a request by Maverick Engineering for a zone change from RR, Regional Retail District, in part, and C, Commercial District, in part to RR, Regional Retail District on a 0.994-acre tract of land out of Section 33, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

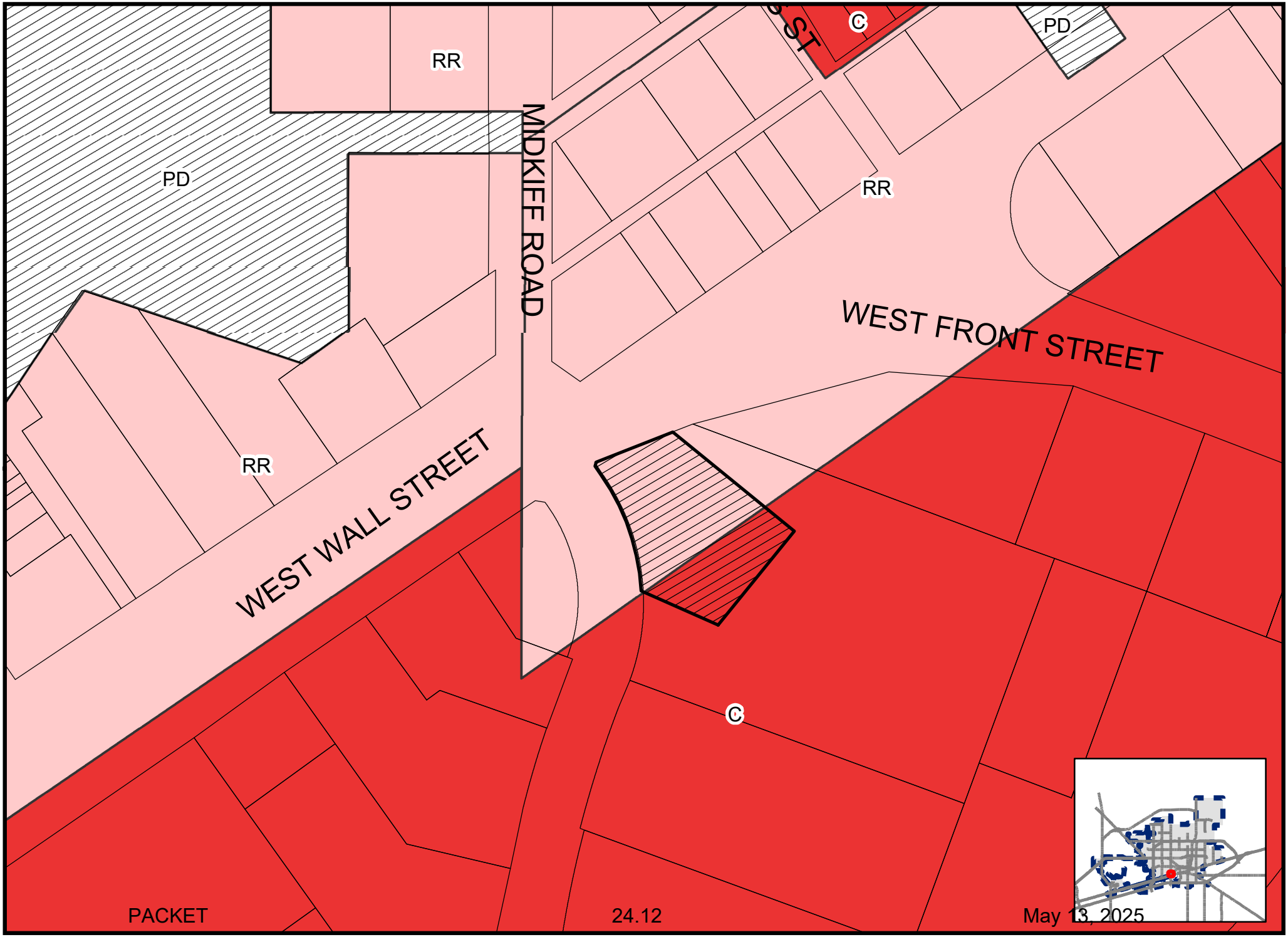
Generally located at the southeast corner of the intersection of West Wall Street and South Midkiff Road. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY NOR IS IT DESIGNED TO BE USED AS THE 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 MJ 01/29/2025

Z-25-0412

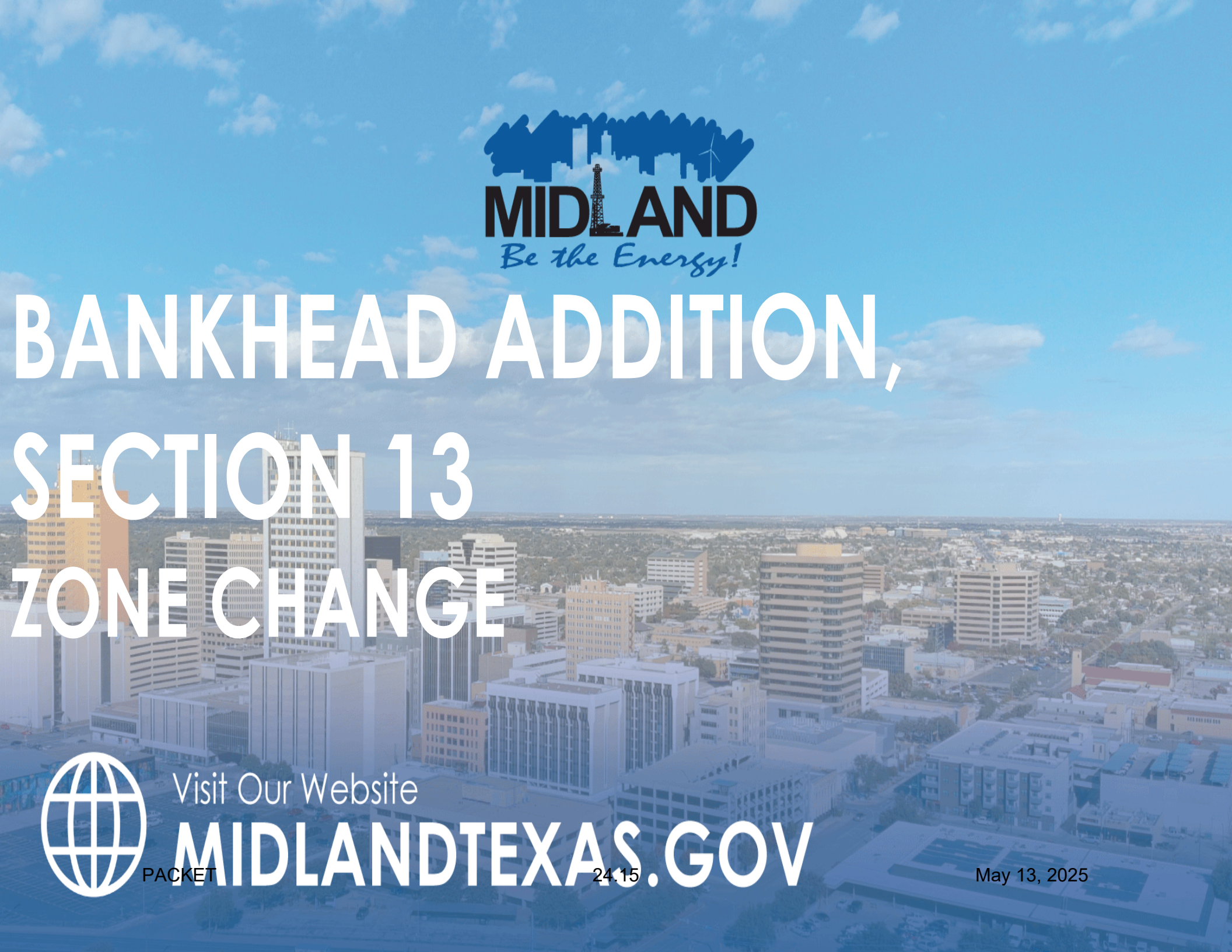
Scale: 1" = 171'

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.

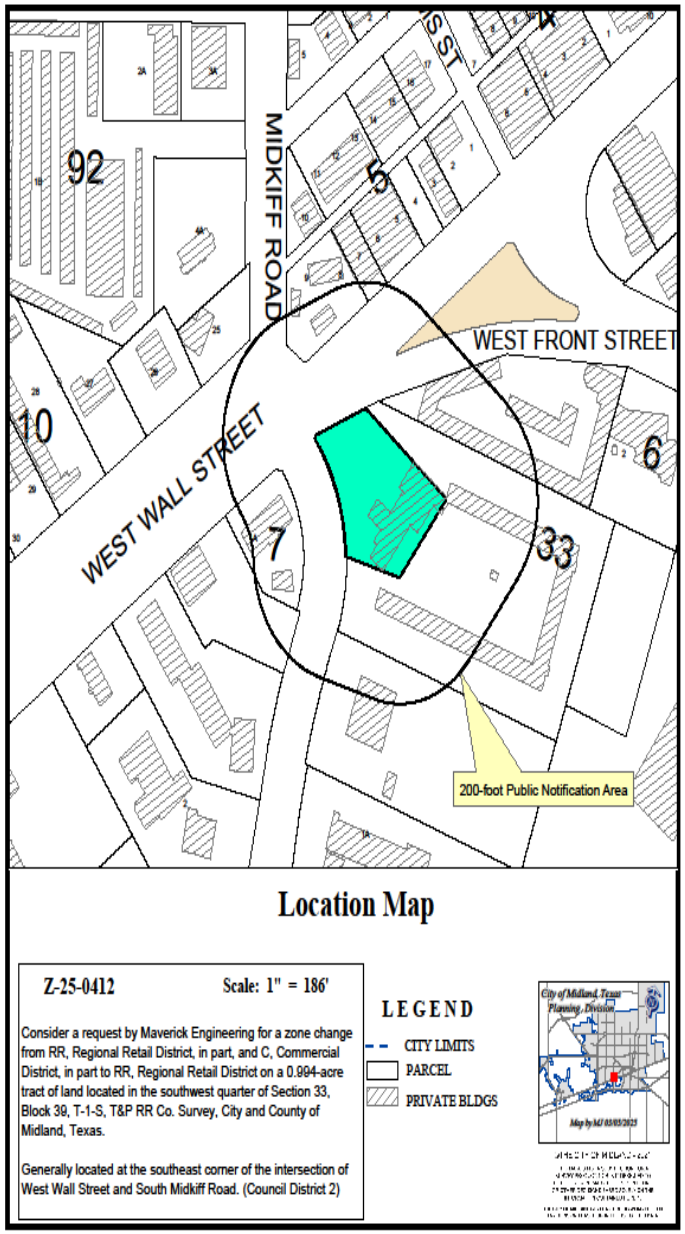

MIDKIFF RD
WEST FRONT ST
WEST WALL ST
92
5
10
7
33


REYNA'S
MEXICAN RESTAURANT
OPEN
KNOCKOUT HOMES


MIDLAND
Be the Energy!
BANKHEAD ADDITION, SECTION 13 ZONE CHANGE
Visit Our Website
MIDLANDTEXAS.GOV

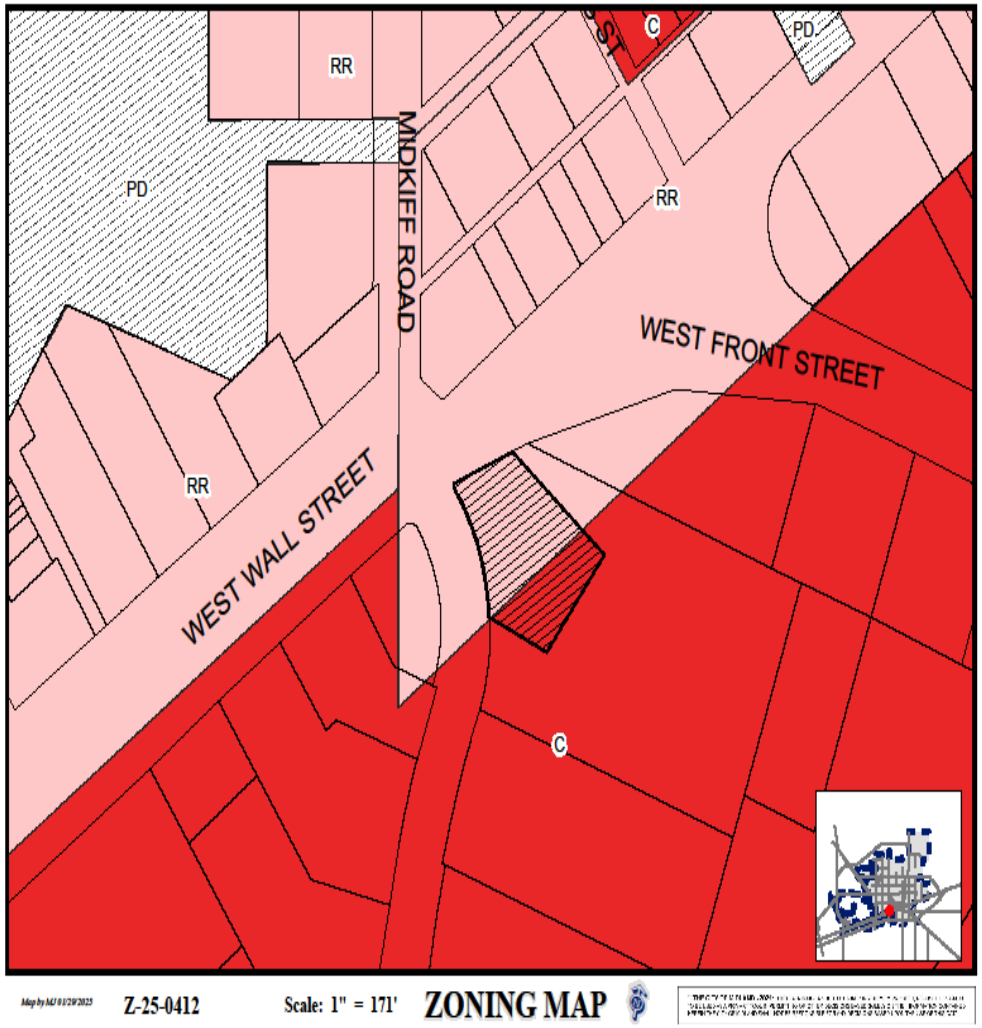
APPLICATION SUMMARY

- **Property Owner**: Red Sky Midland, RE LLC
- **Applicant/Representative:** Maverick Engineering
- **Zone Change**
- **Address:** 3601 West Wall Street



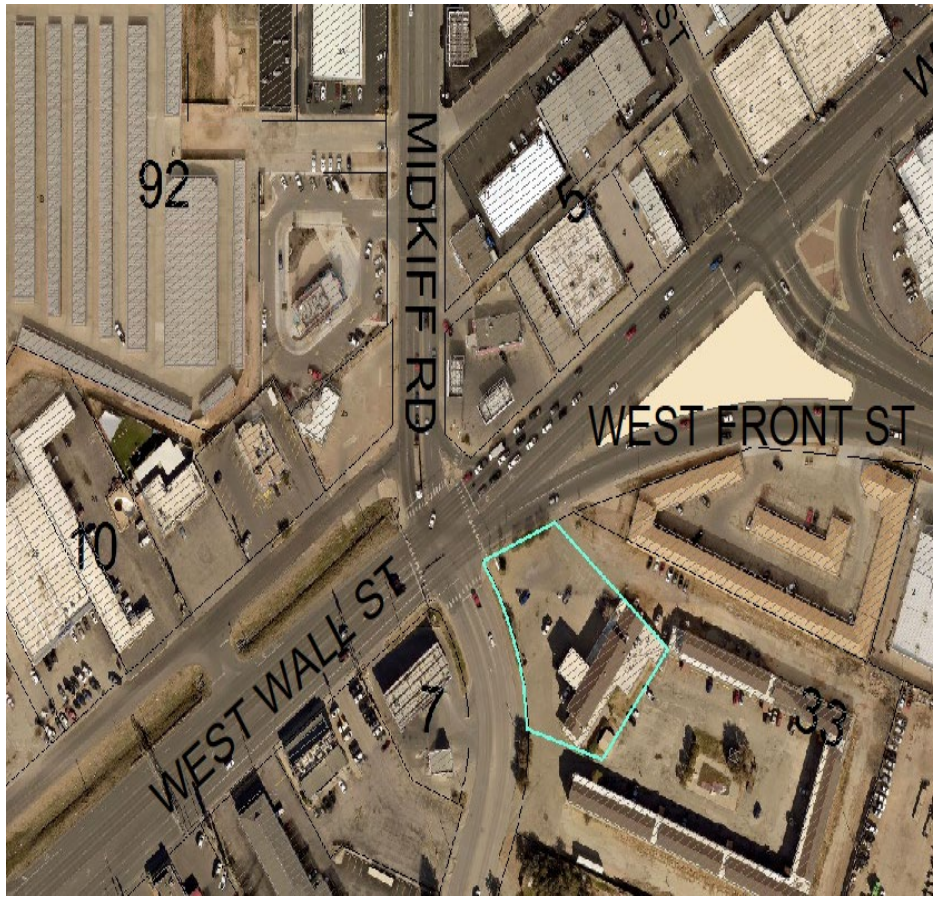
ZONING

- **Current Zoning:** RR, Regional Retail District, in part, and C, Commercial District, in part.
- **Proposed Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North:** RR, Regional Retail
  - **West:** RR, Regional Retail District, and C, Commercial District
  - **South/East:** C, Commercial District



LAND USE

- **Current Use of the Property:** Restaurant
- **Proposed Use of the Property:** Murphys Gas Station and Convenience Store
- **Surrounding Uses:**
- **North:** Gas station, gym and motel
- **South:** Vacant building, and Inns
- **East:** Electrical supply store, window tinting shops, and a collision center
- **West:** Gas station, fast food restaurants, and Inns

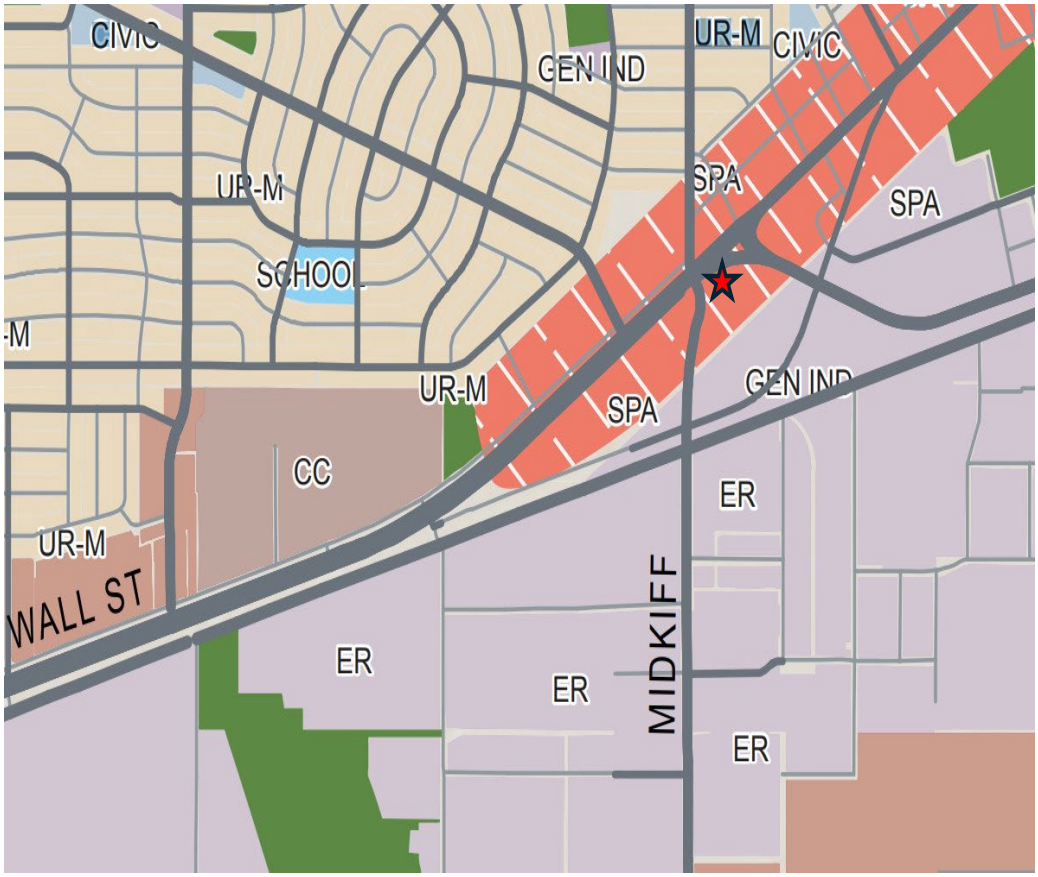




On West Wall Street, Looking South

COMPREHENSIVE PLAN

- **TCT Land Use Designation**: Special Study Area
- **Supported Uses:**
  - This is a special study area and there are no policies established for this location.
  - Request is compatible with the surrounding area and the Tall City Tomorrow Plan.



RELATED ITEMS

- The preliminary plat associated with this request was approved at the March 17, 2025, Planning & Zoning Commission meeting.



STAFF'S RECOMMENDATION

- No objections received.
- The Planning & Zoning Commission recommended approval of this request on March 17, 2025.
- Staff recommends APPROVAL of this zone change from RR, Regional Retail District, in part, and C, Commercial District, in part, to RR, Regional Retail District.



MISSION

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



City Council Meeting

Item Number: 25

Meeting Date: April 22, 2025, May 13, 2025

To: City Council / City Manager

From: Britton Murry, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 45, FAIRMONT PARK ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 450 FEET SOUTH OF HENRY KOONTZ BOULEVARD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Cinergy 108, LLC, is requesting a Zone Change from PD, Planned Development District for a Shopping Center to RR, Regional Retail District, to expand an existing vacant movie theater located at 4915 West Loop 250 North.

Recommended City Council Action:

Approve

Fiscal Impact:

The request has no significant impact on the City's budget.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

PD, Planned Development District for a Shopping Center

Surrounding Zoning and Land Use:

The properties to the north are zoned PD, Planned Development District for a Shopping Center, TH, Townhouse Dwelling District, with uses that include a car dealership and townhomes. The zoning to the east and west is PD, Planned Development District for a Shopping Center with a restaurant and a hotel as current uses. Zoning to the south includes PD, Planned Development District for a Shopping Center and SF-2, Single-Family Dwelling District, with storage units and single-family residential dwellings for current uses..

Analysis:

The applicant is seeking this zone change in in order to expand a vacant Regal Movie Theater and turn it into a Cinergy Movie Theater. A movie theater is an allowed use in the Regional Retail zoning district per the City of Midland Zoning Ordinance Use Chart. [Midland City Code Section 4.03]
Per Ordinance 7433, a detailed site plan must be submitted and approved in the same manner prescribed for a zone change. This zone change would allow for both the proposed expansion of the current structure and any future development on this lot without having to amend the PD ordinance. Per the Nonresidential Zoning District Dimensional Regulations Chart, this lot meets the requirements for the RR, Regional Retail District zoning. [Midland City Code Section 5.05]
This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as Regional Commercial (RC). This designation calls for multiple different types of commercial zoning.
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

Oil and Gas: (Approved)

No Oil & Gas issues.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Our staff has examined the FEMA flood map, and it appears that this property lies entirely within Zone AE, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood. An elevation certificate based off 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. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved with Conditions)

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 Planning and Zoning Commission recommended approval of this zone change on January 21, 2025.

Therefore, staff recommends approval of this Zone Change from PD, Planned Development District for a Shopping Center to RR, Regional Retail District.

Letters of Objection:

As of April 18, 2025, staff has received no letters of objection for this request.

Attachments:

Application
Site Plan

Maps
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 45, FAIRMONT PARK ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 450 FEET SOUTH OF HENRY KOONTZ BOULEVARD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, 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 3, Block 45, Fairmont Park Addition, Section 13, City and County of Midland, Texas (the "Property") to RR, Regional Retail 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 PD, Planned Development District for a Shopping Center to RR, Regional Retail 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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Polo Padilla		Phone (kgillman@cinergy.com) Email epadilla@idstudio4.com	
Address 6201 Campus Circle Dr E	City Irving	State TX	Zip 75063

Property Owner Printed Name: Cinergy 108, LLC		Phone (kgillman@cinergy.com) Email kgillman@cinergy.com	
Address Corporate office: 5005 LBJ Freeway, Suite 525	City Dallas	State TX	Zip 75244

Representative *(if different from Applicant or Property Owner)* Firm: IDStudio4, LLC Printed Name: Polo Padilla		Phone (kgillman@cinergy.com) Email epadilla@idstudio4.com	
Address 6201 Campus Circle Dr E	City Irving	State TX	Zip 75063

Street Address: 4915 Loop 250 Frontage Rd - Midland, TX 79707

Legal Description
Lot: 3&4 Block: 45 Subdivision: Fairmount Park Addition

Current Zoning:
PD – Planned Development

Proposed Zone: RR-2, Regional Retail
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Proposed expansion of a prior Regal Cinemas movie theatre
Zone change based off recommendation of City of Midland Planning
Zone change to RR-2 should alleviate any issues

Present Use of Property: A3 - vacant movie theatre

Proposed Use of Property: A3 - Cinergy Entertainment facility
Family Entertainment Center and Cinemas

How would this zone change affect the public health, safety and welfare?
Zone change based off recommendation of City of Midland Planning
Zoning change will not negatively affect public health, safety or welfare. Site current zoned as part of base zone RR-2

Describe how conditions affecting the property have changed since present zoning designation: Site is currently vacant, so working on updating the parking lot to accommodate new tenant and use
Zone change based off recommendation of City of Midland Planning

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 12.10.2024
Applicant (printed): Polo Padilla	
Property Owner (signature): Kathleen Gillman	Date: 12.10.2024
Property Owner (printed) : Kathleen Gillman	

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 Polo Padilla who, being by me duly sworn, upon oath says: That (s)he is the owner of Cinergy or authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 11th day of December, 2024, to certify which witness my hand and seal of office.

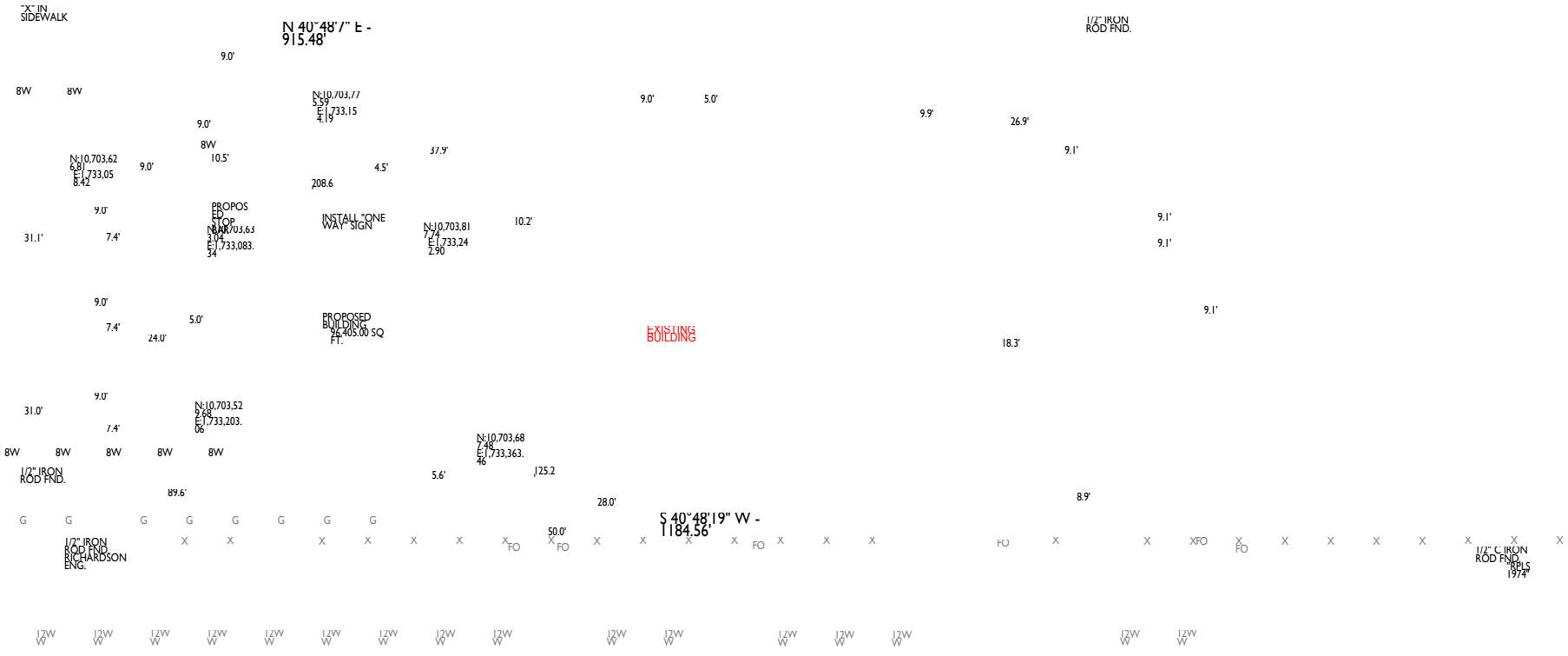
DIANE RODRIGUEZ
Notary ID #131856909
My Commission Expires
January 31, 2027

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:

****Application will not be considered for scheduling until reviewed by a planner.****



0' 40' 80' 120'

SCALE 1" = 40'

LEGEND

- DENOTES FOUND MONUMENT AS NOTED
- DENOTES FOUND "X" CUT
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING WATER WELL
- DENOTES EXISTING TELEPHONE STUB OUT
- T — DENOTES EXISTING PIPELINE VENT
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING CABLE BOX
- DENOTES EXISTING UTILITY MARKER
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING SEWER LINE
- DENOTES EXISTING CHAIN LINK FENCE
- DENOTES EXISTING BARB WIRE FENCE
- DENOTES EXISTING GAS LINE
- FO — DENOTES EXISTING FIBER OPTIC LINE
- G — DENOTES EXISTING GAS LINE
- X — DENOTES EXISTING 6" WATER LINE
- 6W — DENOTES EXISTING 8" WATER LINE
- 8W — DENOTES EXISTING 12" WATER LINE
- 12W — DENOTES PROPOSED 12" WATER LINE
- 24SD — DENOTES PROPOSED 24" WATER LINE

PAYACRE

DEVELOPMENT NOTES:

- GENERAL: SITE PLAN IS FOR A PROPOSED ±96,405 SQUARE FOOT BUILDING LOCATED ON A 12.027 TRACT OF LAND, SITUATED IN SECTION 13, LOTS 3 & 4, BLOCK 45, FAIRMONT PARK ADDITION, TO THE CITY & COUNTY OF MIDLAND.
- LOCATION: THE SITE IS LOCATED SOUTHEAST OF W. LOOP 250 N. THE PROPOSED BUILDING IS LOCATED SOUTH OF AN ALREADY EXISTING BUILDING.
- BUILDING HEIGHT: THE PROPOSED ADDITION IS PLANNED TO BE A SINGLE STORY WITH A MAXIMUM BUILDING HEIGHT OF 34 FT.
- ACCESS: THE SITE HAS TWO (2) EXISTING ACCESS POINTS TO THE WEST. BOTH ACCESS POINTS W. LOOP 250 FRONTAGE ROAD. ALL ACCESS POINTS ARE PLANNED FOR INGRESS AND EGRESS.
- SURVEY: THE SAME AS EXISTING CONDITIONS, NO CHANGES PROPOSED.
- PARKING: ON-SITE PARKING WILL BE PROVIDED WITH 491 STANDARD PARKING SPACES, AND AN ADDITIONAL 16 HANDICAP PARKING SPACES.
- TRASH: TRASH ENCLOSURES WILL BE IN COMPLIANCE WITH THE CITY OF MIDLAND REQUIREMENTS. ON-SITE TRASH COLLECTION WILL BE COLLECTED BY THE CITY OF MIDLAND UTILIZING [illegible] TRUCKS.
- UTILITIES: UTILITIES ARE PRESENT. EXISTING WATER AND SEWER TAP WILL BE UTILIZED.
- DRAINAGE: STORM WATER RUNOFF WILL BE IN COMPLIANCE WITH THE CURRENT APPROVED DRAINAGE PLAN ON FILE.

LANDSCAPE NOTES:

- LANDSCAPING ELEMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATIVE PURPOSES ONLY, AND DOES NOT NECESSARILY REFLECT FINAL DESIGN.
- A LANDSCAPE PLAN DESIGN WILL BE SUBMITTED FOR FINAL APPROVAL WILL BE IN COMPLIANCE WITH CITY STANDARDS.

DIMENSIONAL NOTE:

- DIMENSIONS SHOWN ARE TYPICALLY TO BACK OF CURB UNLESS NOTED OTHERWISE.
- SIDEWALKS WILL BE 5 FT. IN WIDTH UNLESS NOTED OTHERWISE.

PARKING CALCULATIONS:

THEATERS, MEETING ROOMS AND PLACES OF PUBLIC ASSEMBLY
1 PARKING SPACE PER 4 SEATS.
TOTAL NUMBER OF SEATS = 686
REQUIRED: 172
BOWLING
4 PARKING SPACES PER LANE
TOTAL AMOUNT OF BOWLING LANES = 11
RESTAURANTS
1 PARKING SPACE PER 4 SEATS, PLUS 1 SPACE PER 100 SF OF KITCHEN AREA
TOTAL AMOUNT OF SEATS = 101 = 26 SPACES
TOTAL SF OF KITCHEN = 2800 SF = 28 SPACES
PARKING SPACES REQUIRED: 54
TOTAL 281 PARKING SPACES REQUIRED
210 DISCOVERED PARKING SPACES PROVIDED
262 PAVED
0 COVERED PARKING SPACES PROVIDED
TOTAL PARKING SPACES PROVIDED = 509

FEMA NOTE:

FLOOD STATEMENT: ACCORDING TO FEMA'S NFIP FLOOD INSURANCE RATE MAP #48329C0069F, DATED SEPTEMBER 16TH, 2005, THIS PROPERTY IS WITHIN THE SHADED PORTION OF ZONE [illegible] AND DESIGNATED FLOODPLAIN WITH [illegible] TO BE ABOVE THE 100 YEAR FLOOD PLAIN WITH [illegible] CAPACITY. ANY IMPORTED MATERIAL WILL REQUIRE AN EQUAL AMOUNT OF MATERIAL TO BE CUT FROM THE FLOODPLAIN AREA.

THE PLAN MATERIALLY ADHERES TO ALL APPLICABLE ZONING, SITE DEVELOPMENT, AND BUILDING CODE ORDINANCES.

25[illegible]

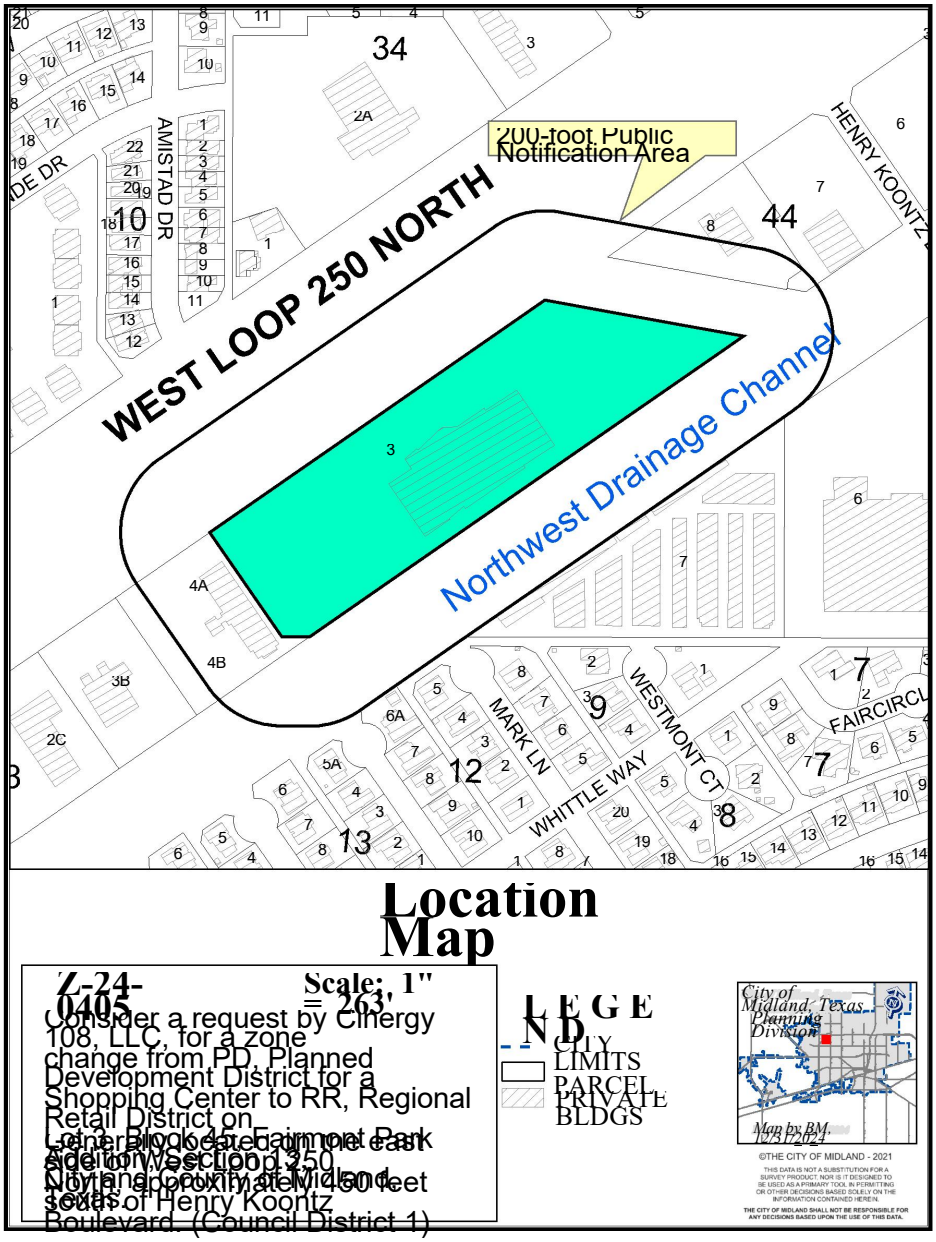
Know what's

SITE LOCATION

VICINITY MAP

May 13, 2025

SHEET C100 OF 18



Location Map

Z-24-0405

Consider a request by Cinergy 108, LLC, for a zone change from PD, Planned Development District for a Shopping Center to RR, Regional Retail District on Lot(s) 3, Block 44, Fairmont Park Addition, Section 1350, Midland County, Texas, generally located on the east side of West Loop 250 North, approximately 1,450 feet south of Henry Koontz Boulevard. (Council District 1)

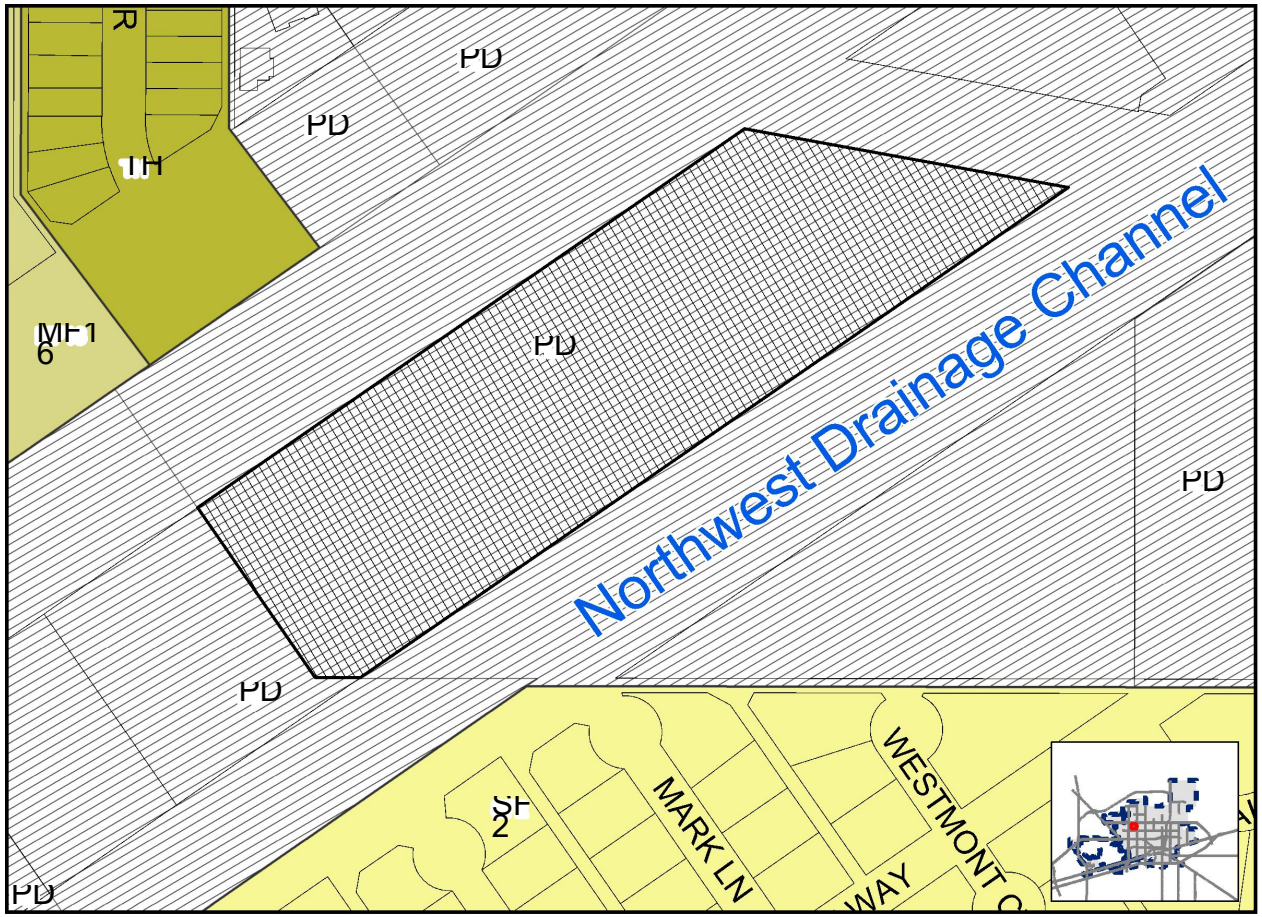
Scale: 1" = 263'

LEGEND
CITY LIMITS
PARCEL
PRIVATE BLDGS

City of Midland, Texas Planning Division

Map by BM 10/8/2024

©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 PM
12/31/2024

Z-24-0405

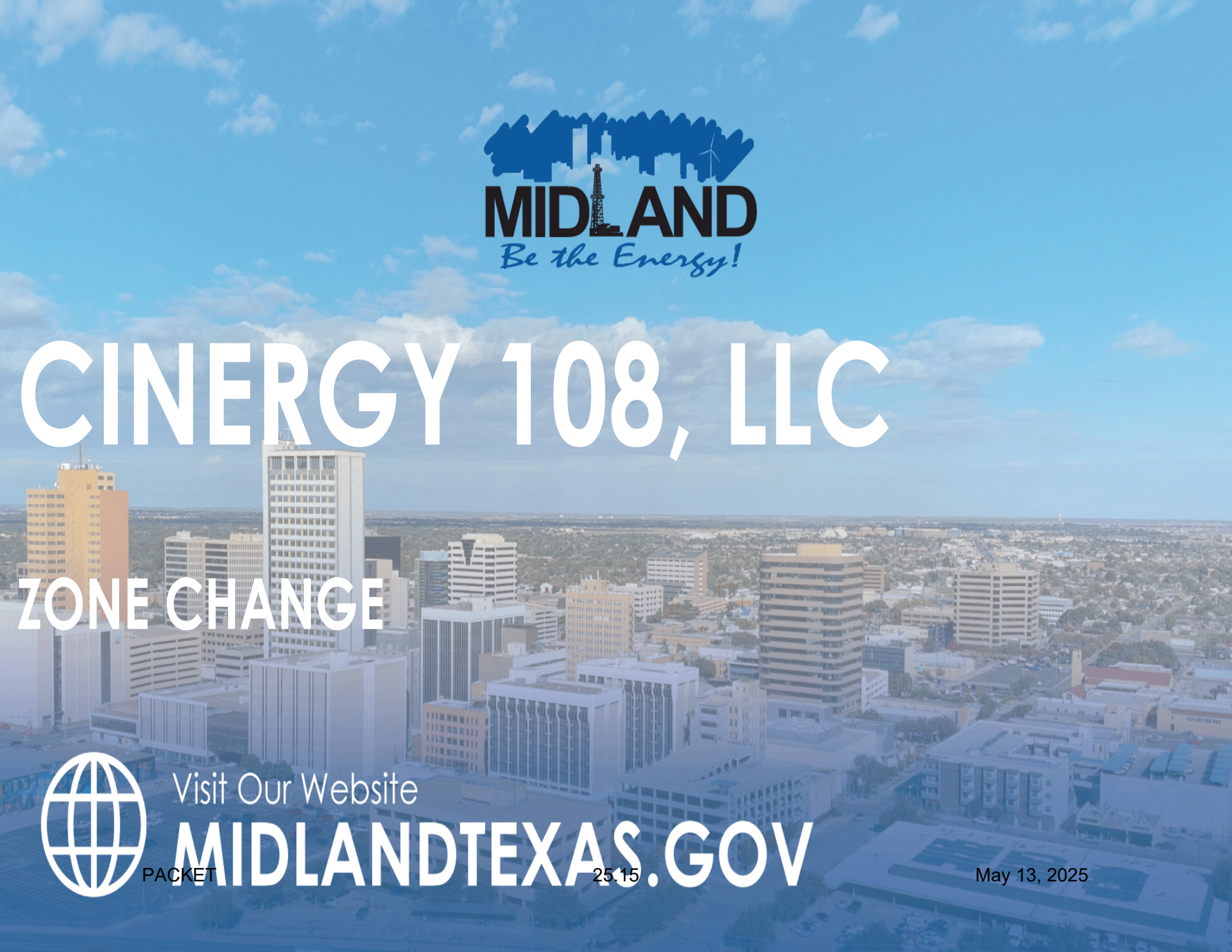
Scale: 1" = 162'

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.

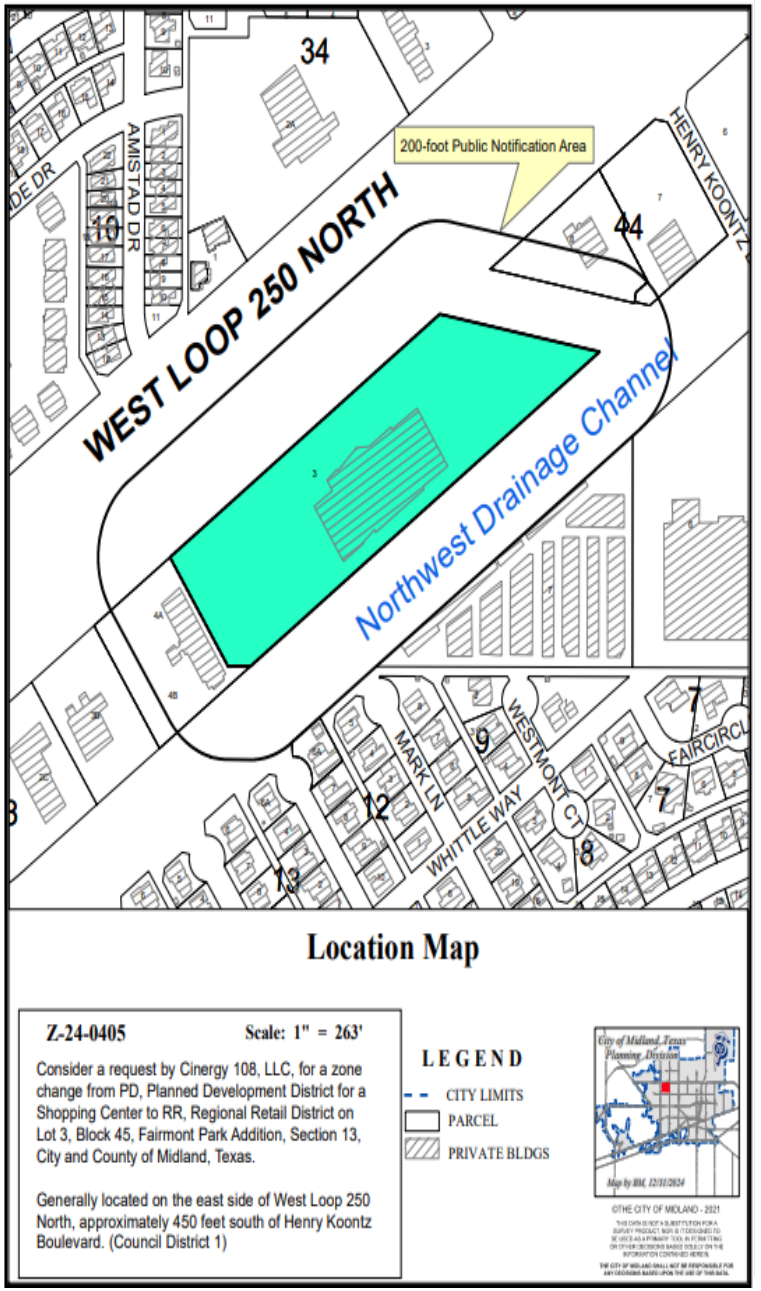

Northwest Drainage Channel
44
46
43
42
9
7
STAD DR
KOONTZ BLVD
MARK LN
WESTMONT CT
AIR CIR


REGAL CINEMAS
IMAX


MIDLAND
Be the Energy!
CINERGY 108, LLC
ZONE CHANGE
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

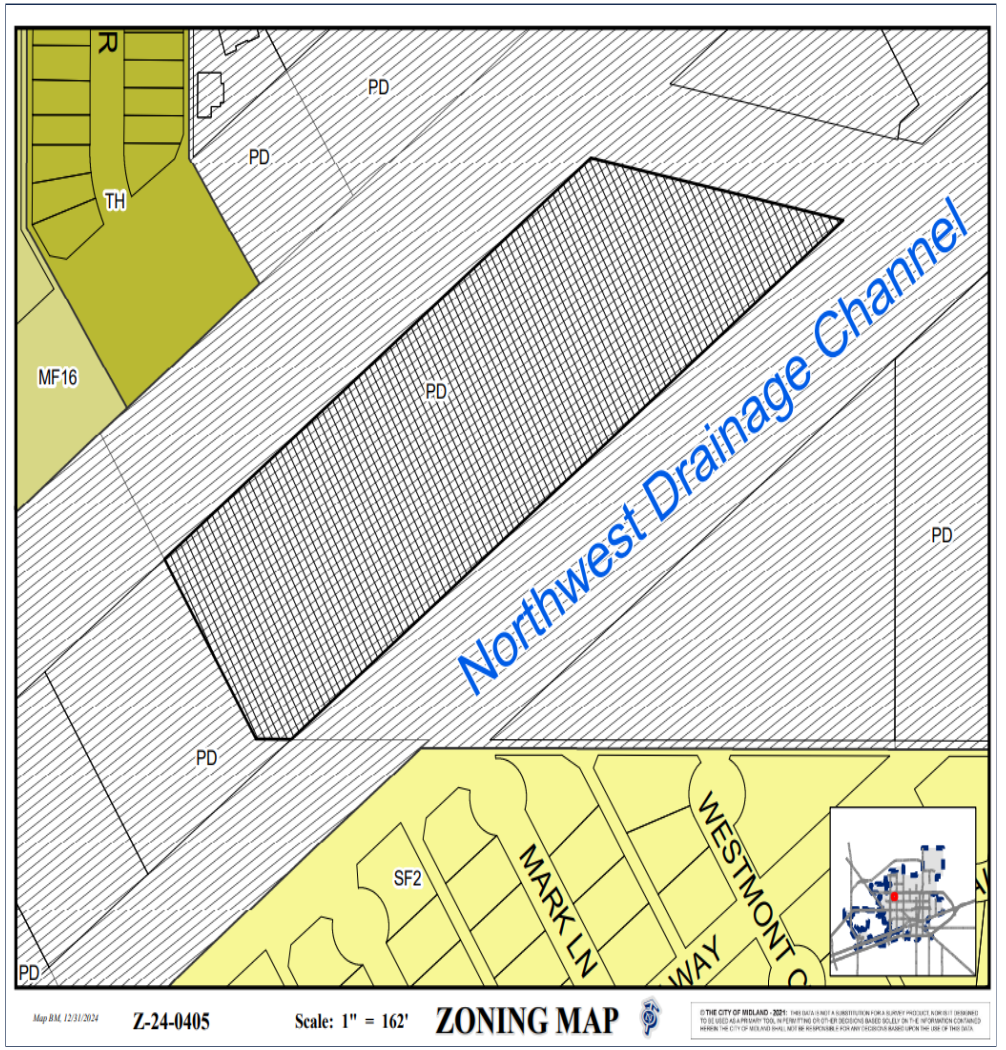
- **Property Owner:** Cinergy 108, LLC
- **Applicant/Representative:** Polo Padilla, with IDStudio4, LLC
- **Zone Change**
- **Address:** 4915 West Loop 250 North (Council District 2)



MIDLAND
Be the Energy!

ZONING

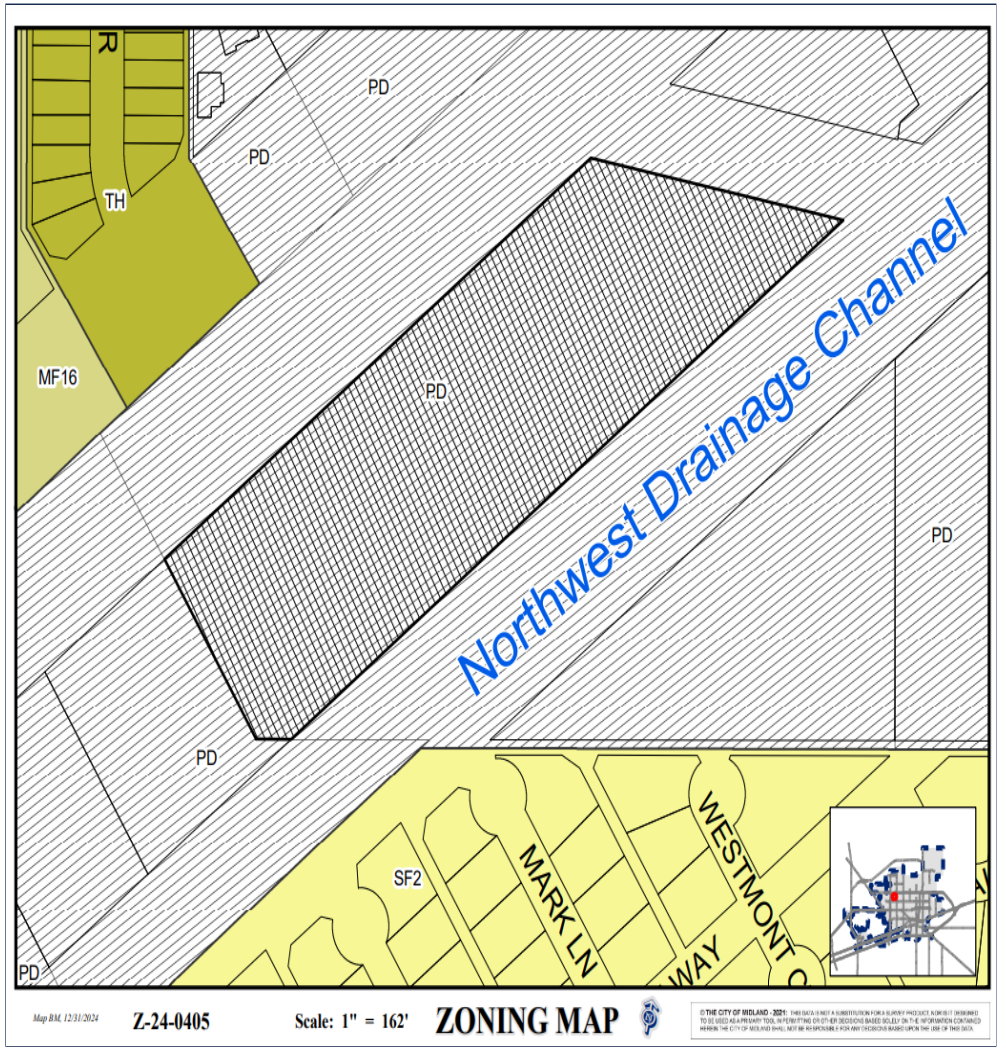
- **Current Zoning:** PD, Planned Development District for a Shopping Center
- **Surrounding Zoning:**
  - **North:** PD, Planned Development District for a Shopping Center and TH, Townhouse Dwelling District
  - **East/West:** PD, Planned Development District for a Shopping Center



MIDLAND
Be the Energy!

ZONING

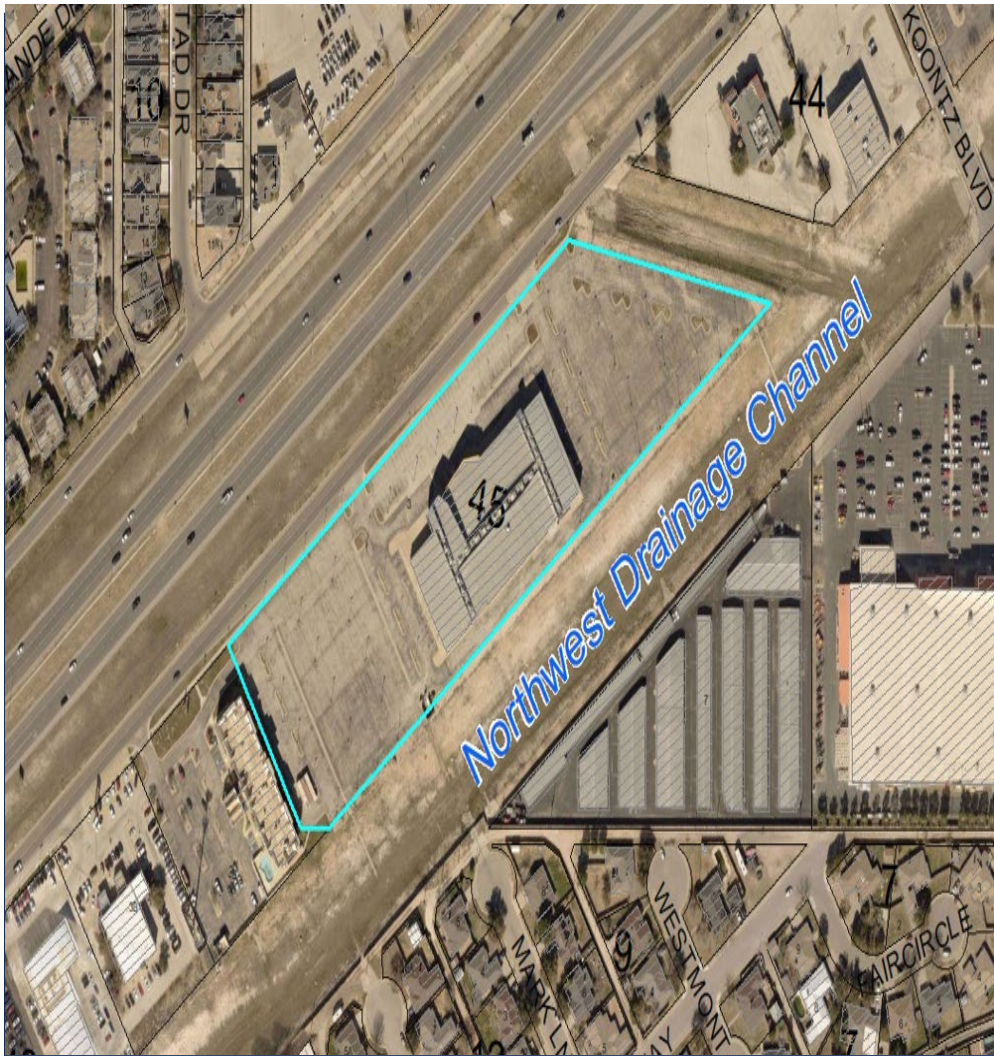
- **Surrounding Zoning:**
  - **South:** PD, Planned Development District for a Shopping Center and SF-2, Single-Family Dwelling District
- **Proposed Zoning:** RR, Regional Retail District



MIDLAND Be the Energy!

LAND USE

- **Current Use:** Vacant Movie Theater
- **Proposed Use:** Movie Theater
- **Surrounding Uses:**
  - **North:** Retail and residential
  - **East/West:** Retail
  - **South:** Drainage easement, storage units, and residential



SITE PHOTO

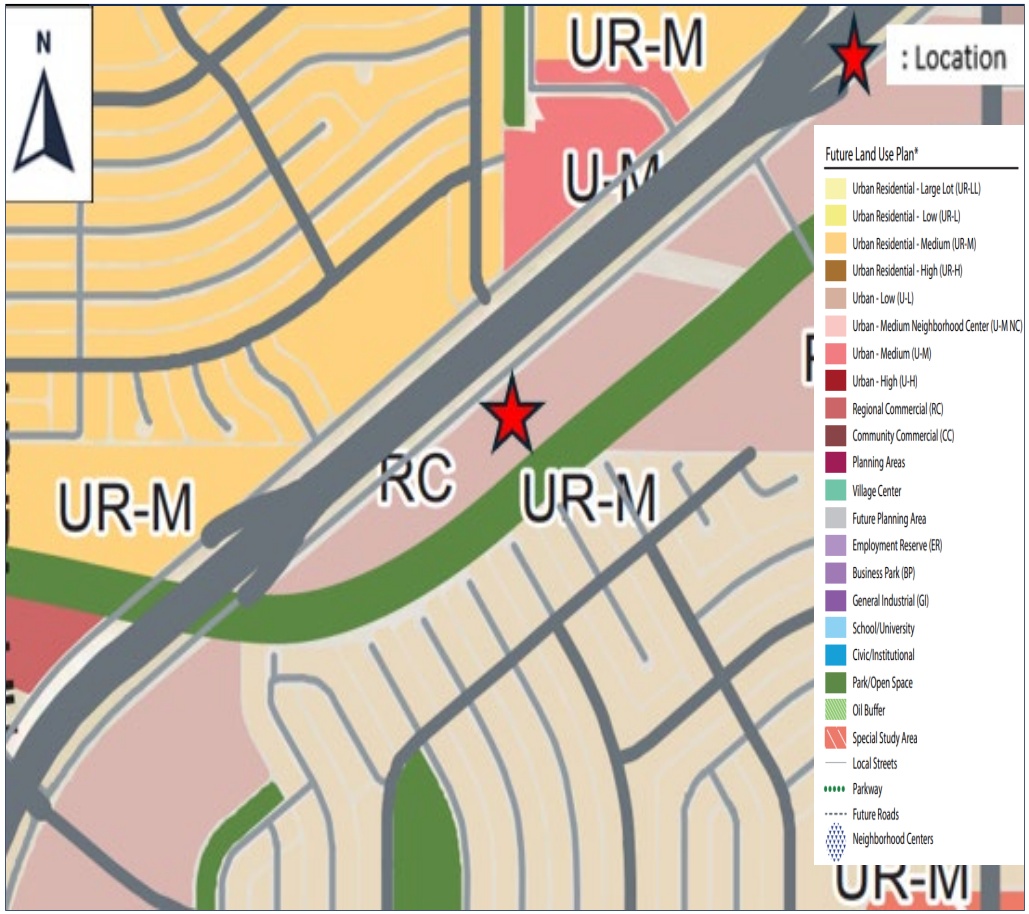


On West Loop 250 North, Looking South

MIDLAND
Be the Energy!

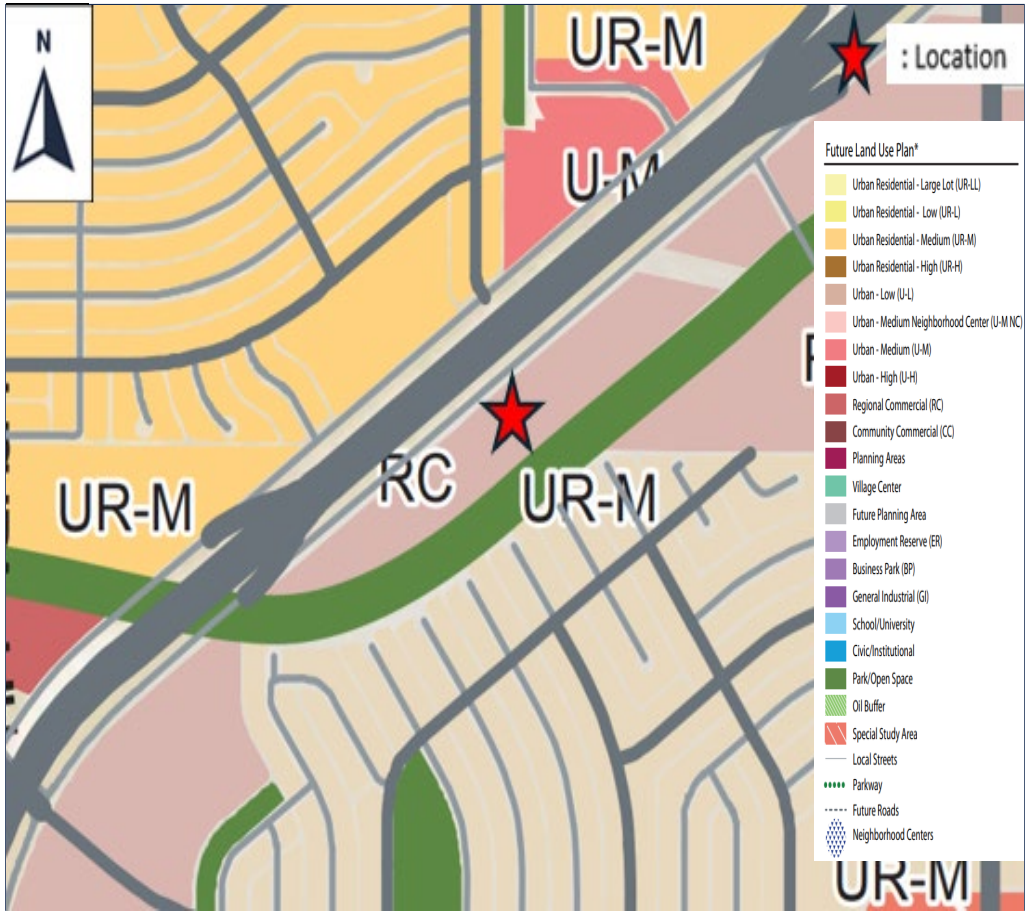
COMPREHENSIVE PLAN ANALYSIS

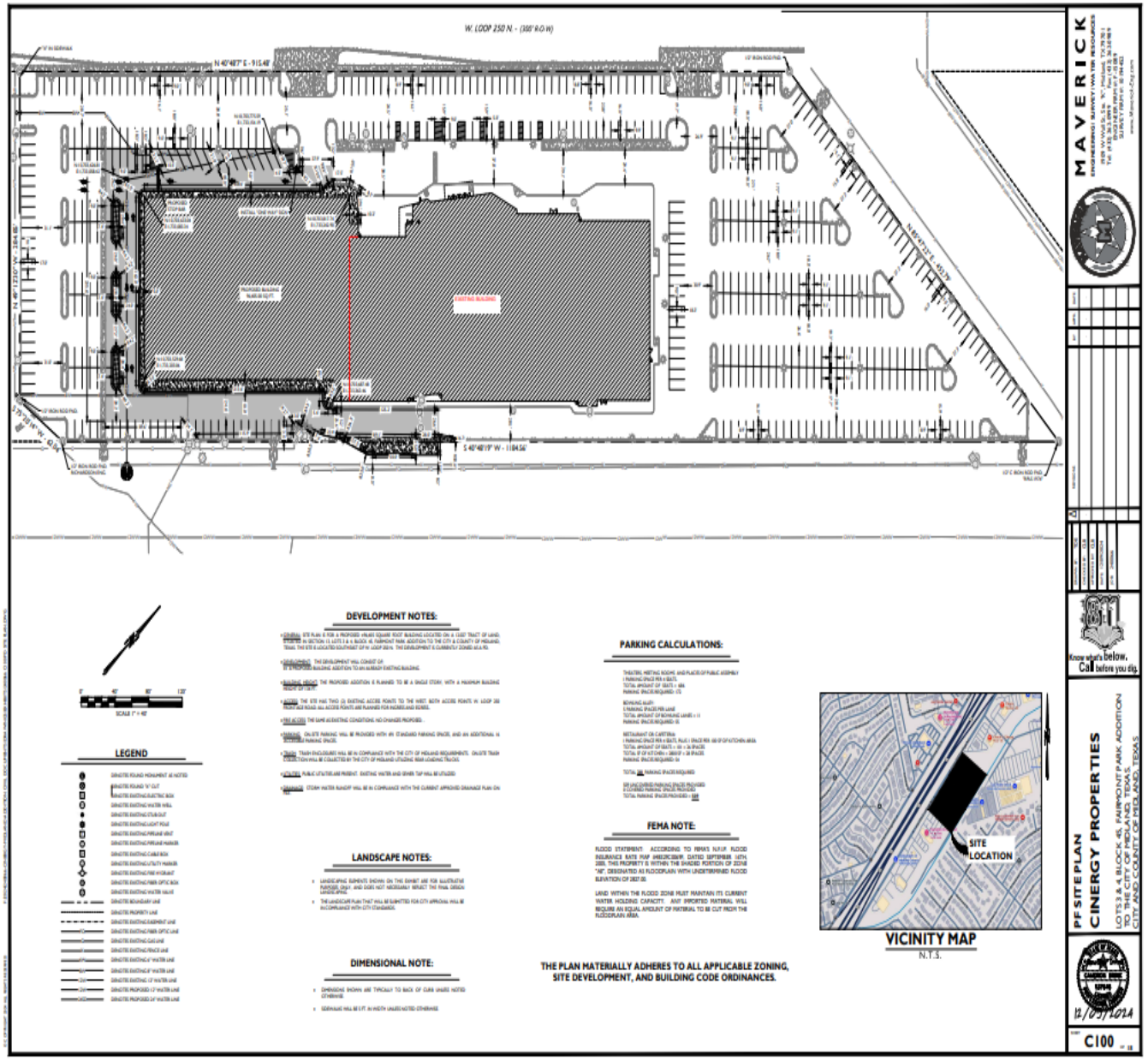
- **TCT Land Use Designation:**
  - Regional Commercial (RC)
- **Supported Uses:**
  - Supports A broad range of retail services, including large-scale stores and services, auto related services, and large offices.



COMPREHENSIVE PLAN ANALYSIS

- **Supported Uses:**
  - Shopping and commercial uses total at least 150,000sq. ft. Multi-family uses can be mixed in with commercial, but commercial would be the dominate use.
  - Request is **compatible** with the surrounding area and the Tall City Tomorrow Plan.





Site Plan (Exhibit A)

STAFF RECOMMENDATION

- No objections received.
- The Planning and Zoning Commission recommended approval of this request on January 21, 2025.
- Staff recommends **APPROVAL** of this zone change from PD, Planned Development District for a Shopping Center, to RR, Regional Retail District.



MISSION

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



City Council Meeting

Item Number: 26

Meeting Date: April 22, 2025, May 13, 2025

To: City Council / City Manager

From: Alexis M. Martinez, Associate Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE EAST 50 FEET OF LOTS 10 THROUGH 12, BLOCK 61, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET APPROXIMATELY 110 FEET EAST OF SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

The applicant, David Chin, is requesting a Specific Use Designation (SUD) with Term for Alcoholic Beverages Sales for On-Premises Consumption in a lounge on a property located at 615 West Wall Street for Hot Shots.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Quality of Life & Place)

Current Zoning:

CB, Central Business District

Surrounding Zoning and Land Use:

All surrounding properties are zoned CB, Central Business District. Property to the north is office buildings. Property to the east is BTA Oil. Property to the south is The Bar. The property to the west is Double Bar Saloon.

Analysis:

The property is zoned CB, Central Business District. CB zoning allows Alcoholic Beverages Sales for On-Premises Consumption in a lounge with the approval of an SUD. The business has received citations for selling alcohol while having an expired SUD. However, they are attempting to come into compliance by requesting this SUD. Additionally, due to the volume of incidents reported at this business, staff is recommending that a condition which, if approved by Council, will require the business to have two security guards present during 9pm and 1:45am. The total area of the lounge, Hot Shots, is 4,200 square feet and the proposed alcohol serviceable area is 4,000 square feet.

The proposed hours of operation:

Tuesday through Saturday from 6 p.m. to 1:45 a.m.

The proposed hours of alcohol service:

Tuesday through Saturday from 6 p.m. to 1:45 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

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." Hot Shots, is a destination where Midland residents will gather and socialize.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No additional comments or objections.

Engineering: (Approved)

No objection.

Transportation: (Approved)

No objection.

Building Code: (Approved)

The SUD is approved based on the current occupant load pending that no changes to the occupancy, seating count, physical structure, and/or the floor layout has taken place when compared to previously approved SUDs. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

The Planning & Zoning Commission recommended approval on April 7, 2025 with the following amendment: that Condition D be modified to only require police officers on Fridays and Saturdays.

City Council approved this request in its first reading on April 22, 2025 with amendments to condition D and the addition of Condition I to read as follows:

> *D. That the operator of the Establishment shall provide a minimum of two certified peace officers as security guards on the premises of the Establishment during hours of operation on Friday and Saturday that occur between 9:00 p.m. and 1:45 a.m. of the following day.*
>
> *I. That the Specific Use Designation With Term granted herein will be reviewed by the City Council within seven months. In conducting the review, the City Council may consider factors including, but not limited to, (1) whether the conditions and restrictions of this Specific Use Designation With Term have been satisfied and (2) the volume and types of incidents reported to have occurred on the premises of the Establishment. Based upon such review, the City Council may direct staff to begin the process to amend the conditions and restrictions of the Specific Use Designation With Term or to repeal this ordinance.*

Staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a lounge, subject to staff's recommended conditions below.

Conditions:

A. **That the serviceable area of the establishment shall be limited to approximately 4,000 square feet as shown in Exhibit "A" which is attached hereto and incorporated herein for all purposes.**

B. **That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

C. **That the permitted hours of the sale of alcoholic beverages sales and consumption shall be limited to Tuesday through Saturday from 6 p.m. to 1:45 a.m.**

D. **That the operator of the Establishment shall provide a minimum of two certified peace officers as security guards on the premises of the Establishment during hours of operation that occur between 9:00 p.m. and 1:45 a.m.**

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 all requirements of the Fire Department and Code Administration.**

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 That in accordance with Section 11-1-9.07. E.3 of the zoning ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.**

Letters of Objection:

As of April 11, 2025 staff has received one letter of objection. resulting in a 32.4% objection. Per 11-1-9.02.E, a three-fourths vote is required for approval.

Attachments:

Application
Floor Plan (Exhibit A)

Maps
Objection Letter
PowerPoint

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 THE EAST 50 FEET OF LOTS 10 THROUGH 12, BLOCK 61, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET, APPROXIMATELY 110 FEET EAST OF SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for the east 50 feet of Lots 10 through 12, Block 61, Original Town Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a lounge (the "Establishment") for on-premises consumption, together with the uses permitted in the present CB, Central Business District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 4,000 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 Tuesday through Saturday from 6:00 p.m. to 1:45 a.m. of the following day.

D. That the operator of the Establishment shall provide a minimum of two certified peace officers as security guards on the premises of the Establishment during hours of operation on Friday and Saturday that occur between 9:00 p.m. and 1:45 a.m. of the following day.

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.

I. That the Specific Use Designation With Term granted herein will be reviewed by the City Council within seven months. In conducting the review, the City Council may consider factors including, but not limited to, (1) whether the conditions and restrictions of this Specific Use Designation With Term have been satisfied and (2) the volume and types of incidents reported to have occurred on the premises of the Establishment. Based upon such review, the City Council may direct staff to begin the process to amend the conditions and restrictions of the Specific Use Designation With Term or to repeal 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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

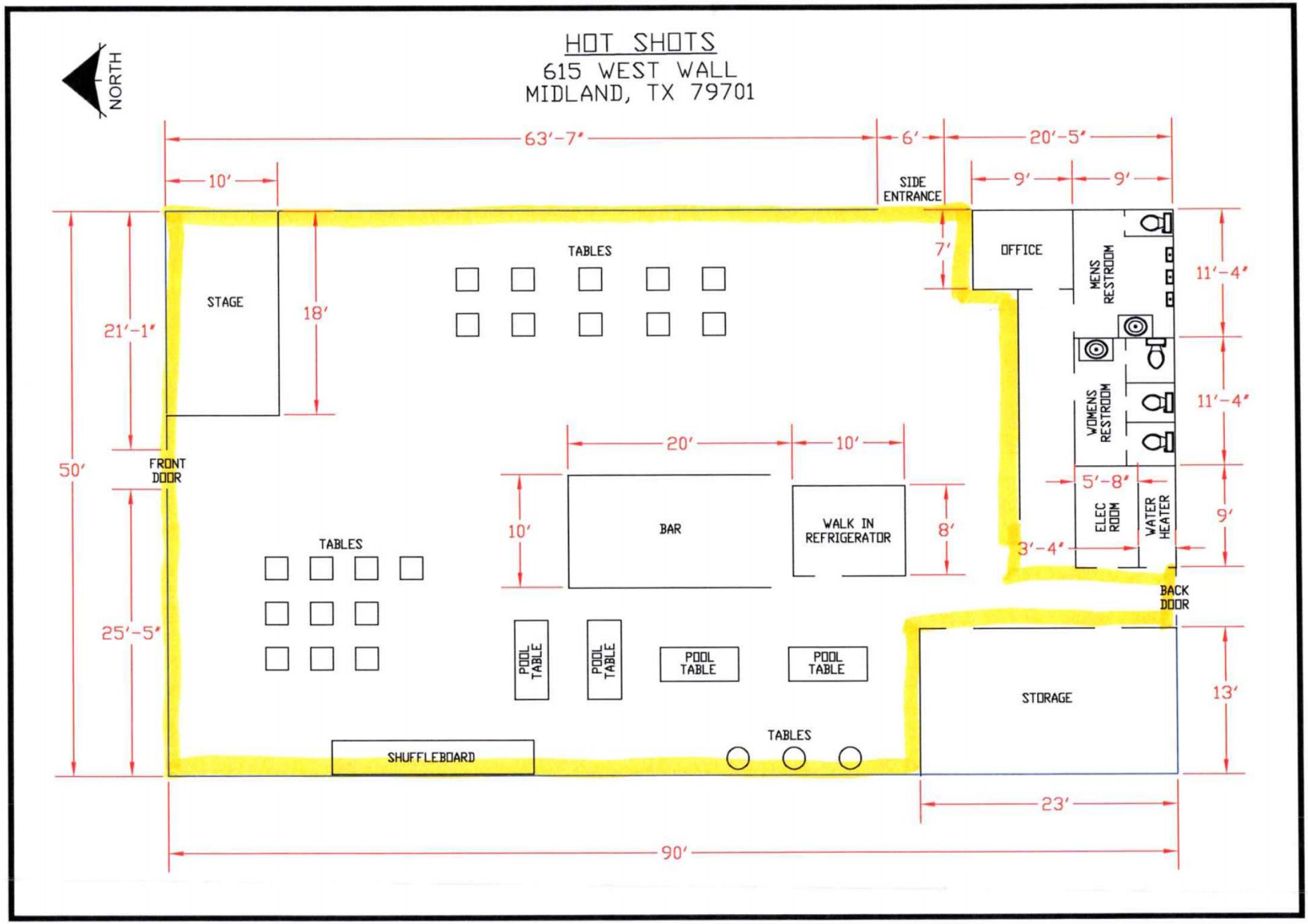
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

EXHIBIT A


HOT SHOTS
615 WEST WALL
MIDLAND, TX 79701
NORTH
WALL STREET
PARKING LOT
63'-7"
6'
20'-5"
10'
9'
9'
SIDE ENTRANCE
7'
OFFICE
MENS RESTROOM
WOMENS RESTROOM
11'-4"
11'-4"
STAGE
21'-1"
18'
TABLES
50'
FRONT DOOR
20'
10'
BAR
WALK IN REFRIGERATOR
10'
8'
5'-8"
ELEC ROOM
WATER HEATER
9'
3'-4"
BACK DOOR
TABLES
25'-5"
POOL TABLE
POOL TABLE
POOL TABLE
POOL TABLE
STORAGE
13'
TABLES
SHUFFLEBOARD
23'
90'

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: DAVID CHIN		Phone (432) 352-7986 Email MANIX782@YAHOO.COM	
Address 615 W. WALL STREET	City MIDLAND	State TX	Zip 79701

Property Owner Printed Name: Same as above.		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 615 W. WALL STREET MIDLAND, TEXAS 79701

Business Name: HOT SHOTS

Legal Description
Lot: Block: Subdivision:

Current Zoning:

Reason for Request: _____

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: BAR

Proposed/Current Days and Hours of Operation: TUESDAYS THROUGH SATURDAY

Proposed Days and Hours of Alcohol Service: 6:00 PM - 1:45 AM

Total Square Footage of Business: 4,200.

Square Footage of Alcohol Serviceable Area: 4,000

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 1 / ~~1~~ 3	**Bathroom Sinks:** 1
	Women	**Toilets:** 2	**Bathroom Sinks:** 1

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing: *Parking *Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):	Date: 3/5/25
Applicant (printed): DAVID CHIN	
Property Owner (signature):	Date: 3/5/25
Property Owner (printed): DAVID CHIN	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute application on behalf of property owner, agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared David Chin who, being by me duly sworn, upon oath says: That (s)he is authorized by David Chin, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Subscribed and sworn to before me, this 6th day of March, 2025, to certify which witness my hand and seal of office.

CIARA GRAHAM
Notary ID #135088820
My Commission Expires
September 13, 2028

Ciara Graham
Notary Public

FOR OFFICE USE ONLY

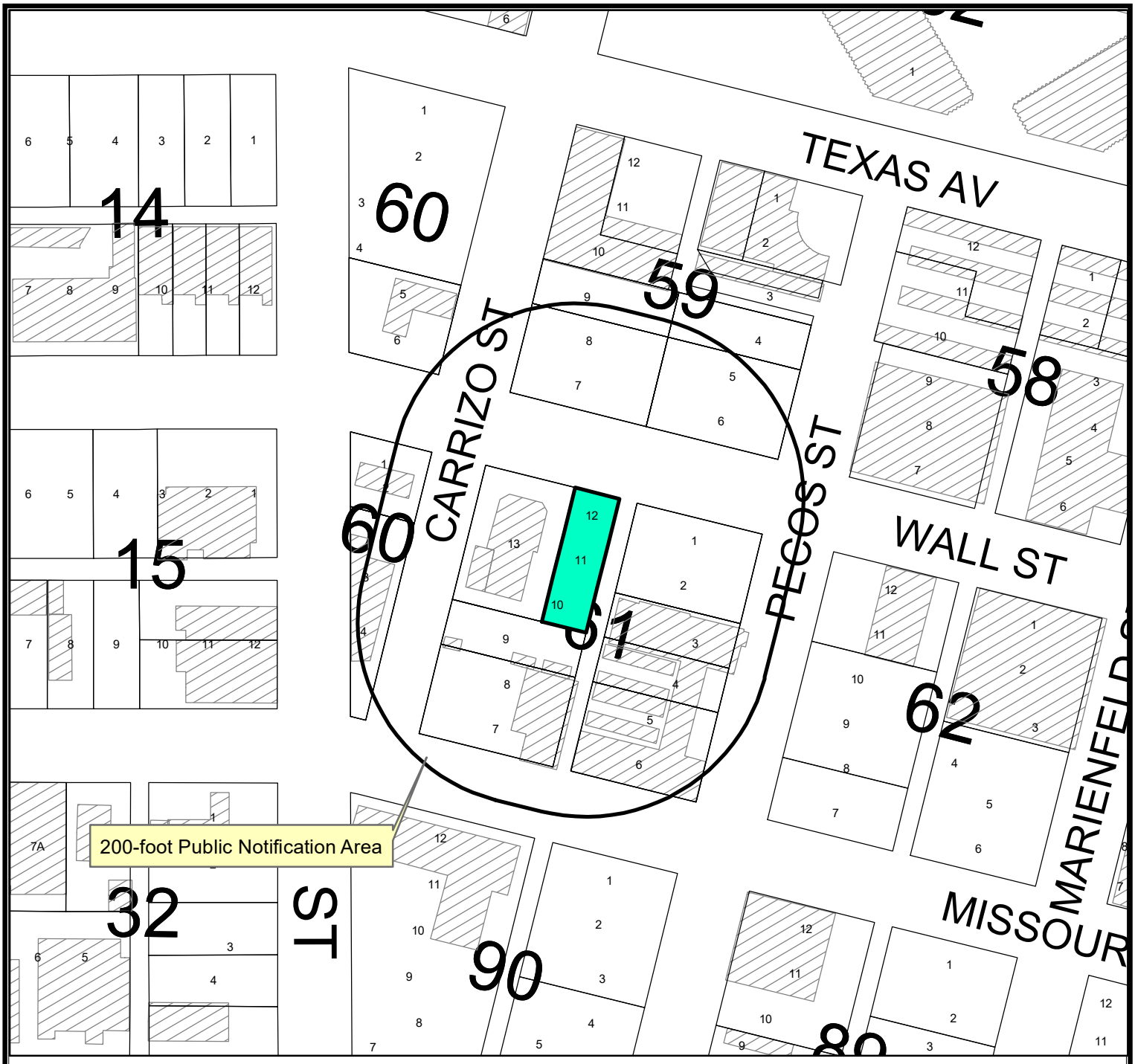
☐ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☑ Site Plan
Check # 8975	☐ Plans in Digital Format (PDF/JPEG)

RECEIVED
MAR 10 2025

Received By: _____ Date: _____

Initial: _____

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

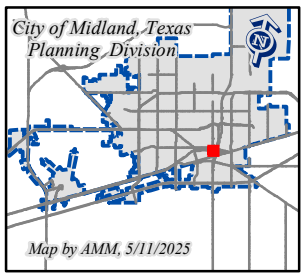
SUD-25-0195 **Scale: 1" = 861'**

Consider a request by David Chin for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a bar on the east 50 feet of Lot 10 through and 12, Block 39, Original Town, City and County of Midland, Texas.

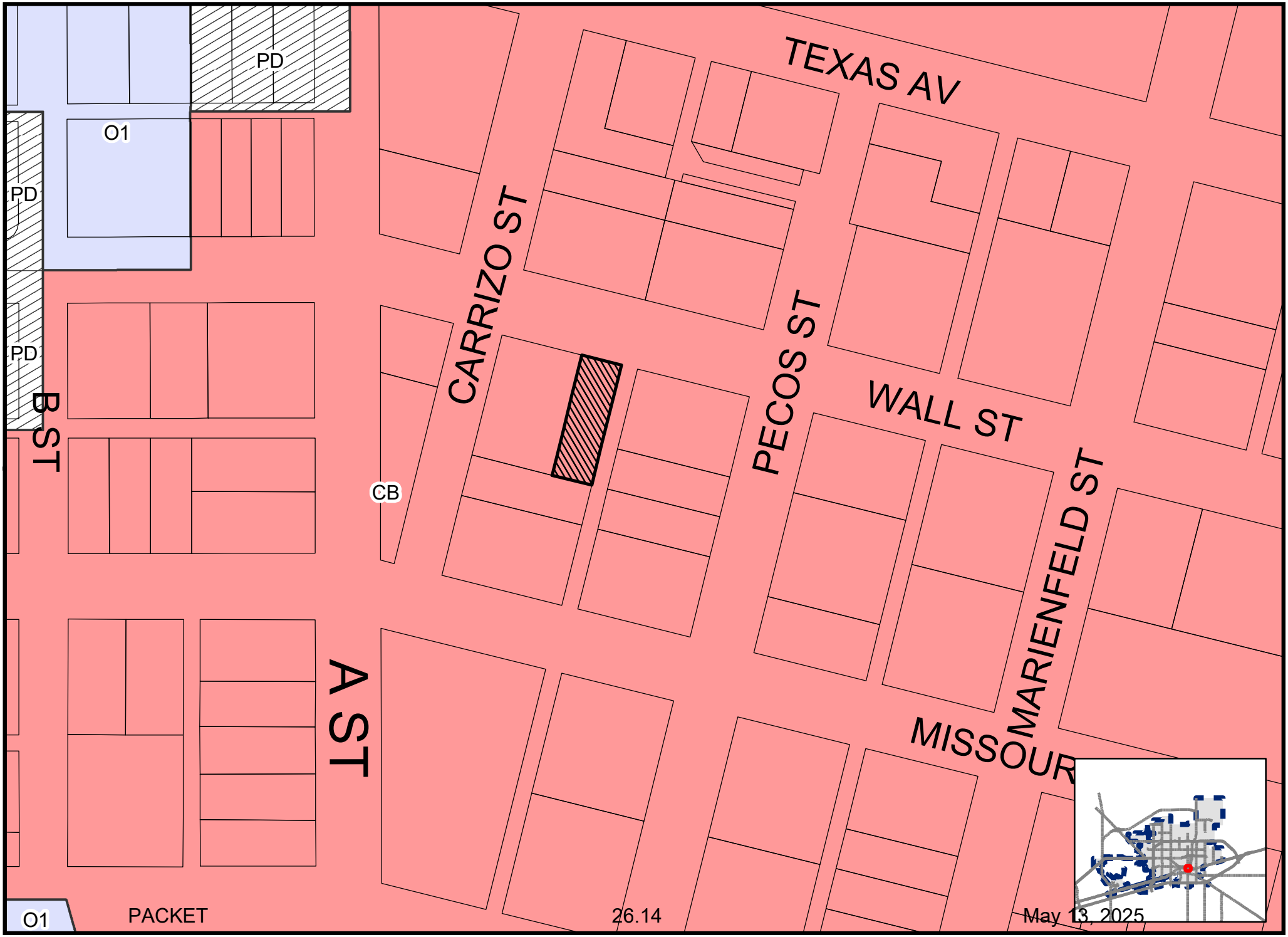
Generally located on the south side of West Wall Street approximately 110 feet east of South Carrizo Street. (Council District 3)

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 AMM, 5/11/2025

SUD-25-0195

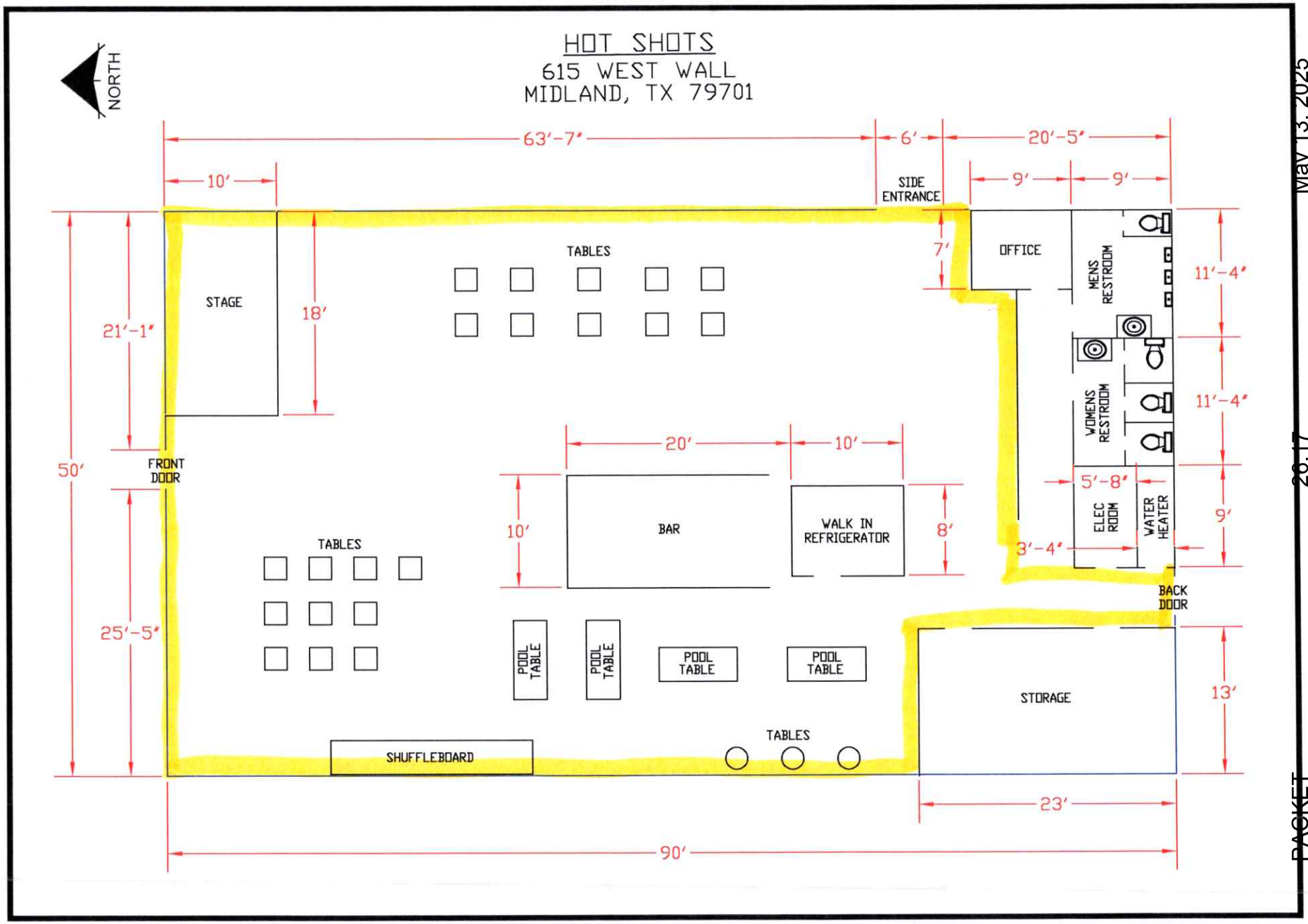
Scale: 1" = 753'

ZONING MAP

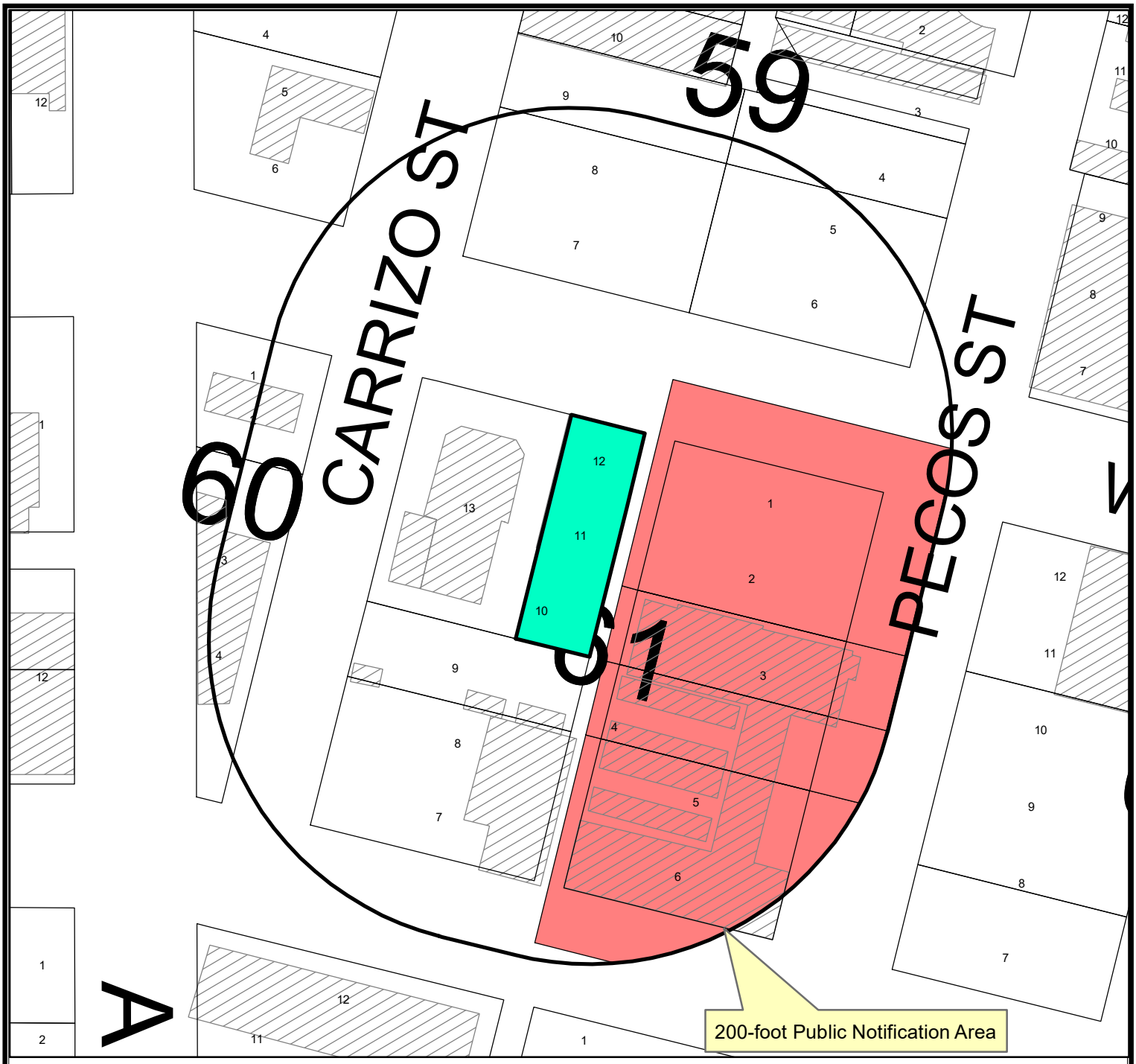
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HOT SHOTS
POOL TOURN MENT TUES-SAT
KARAOKE TUES THRU SAT
EST BLISHED 1999


TEXAS AV
CARRIZO ST
PECOS ST
WALL ST
MARIENFELD ST
B ST
A ST
MISSOURI AV



May 13, 2025
20.17
PACKET



32.4% Objection

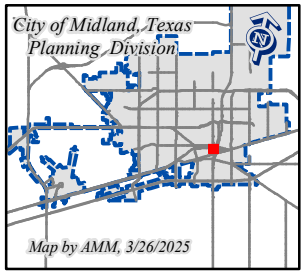
SUD-25-0195 **Scale: 1" = 1,117'**

Consider a request by David Chin for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a bar on the east 50 feet of Lots 10 through 12, Block 61, Original Town, City and County of Midland, Texas.

Generally located on the south side of West Wall Street approximately 110 feet east of South Carrizo Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

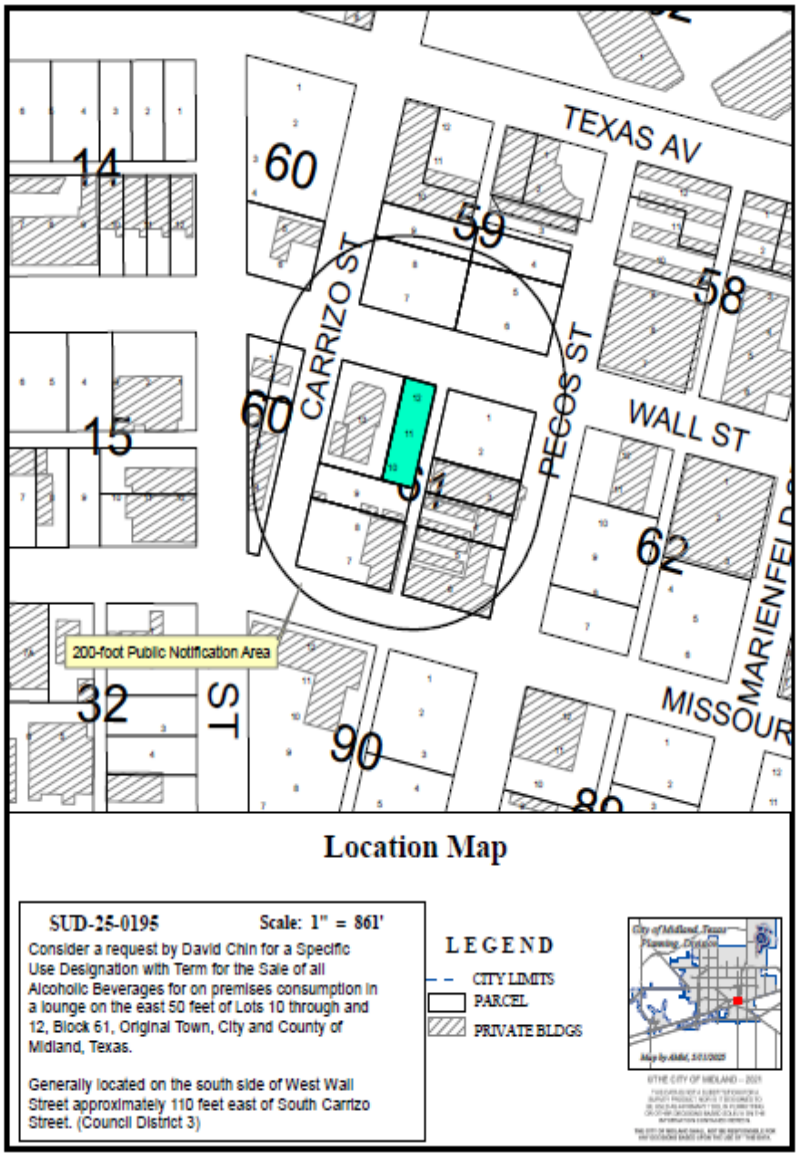


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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


MIDLAND
Be the Energy!
HOT SHOTS
ITEM
SPECIFIC USE DESIGNATION WITH TERM
Visit Our Website
MIDLANDTEXAS.GOV

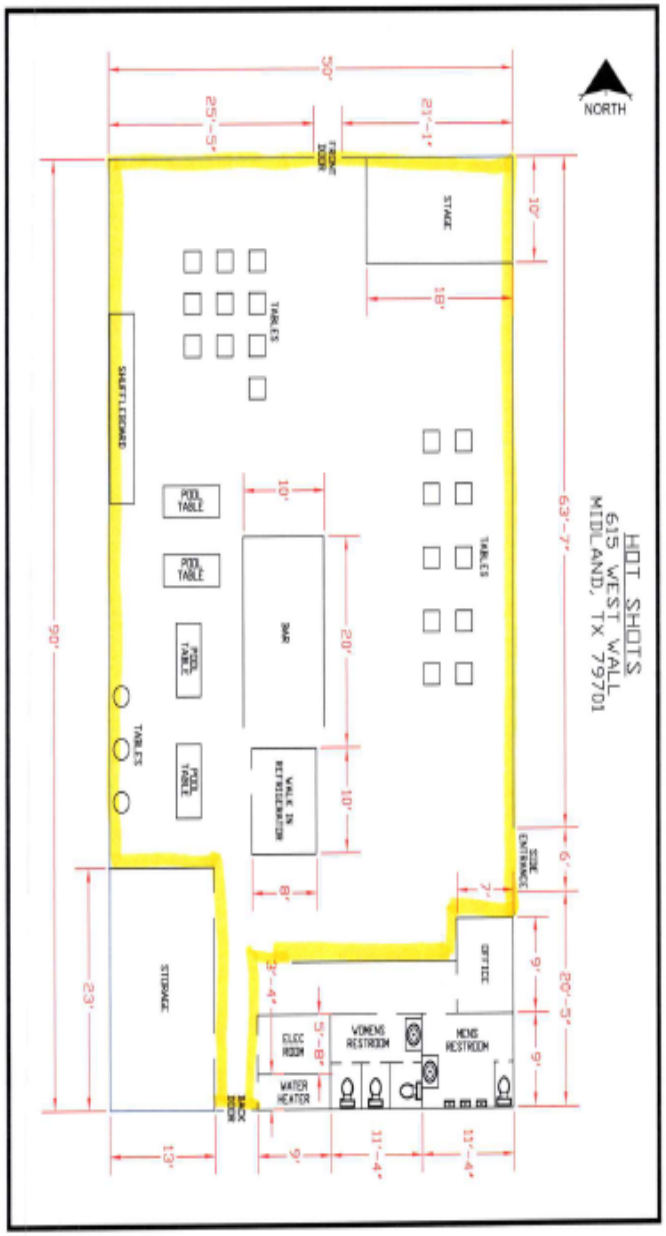
APPLICATION SUMMARY

- **Property owner:** David Chin
- **Application Type:** Specific Use Designation With Term
- **Address:** 615 West Wall Street (District 3)



SUD DETAILS

- **Square Footage of SUD:** 4,200 sq feet
- **Alcohol Serviceable Area:** 4,000 sq ft
- **Proposed Days and Hours of Operation:**
  - Tuesday through Saturday from 6 p.m. to 1:45 a.m.



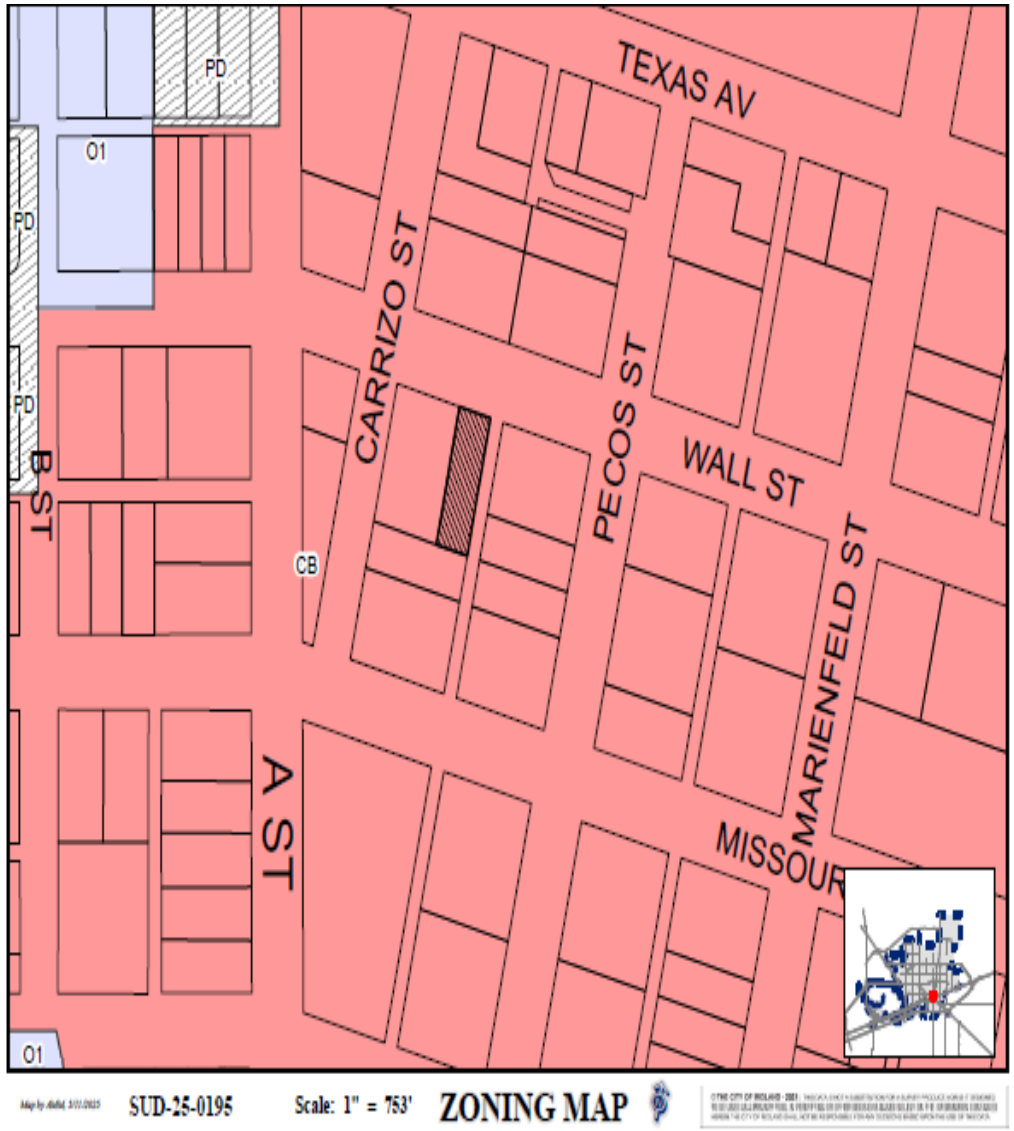
SUD DETAILS

Section 5-4-4 Compliance: There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 ft of the building of the subject property.



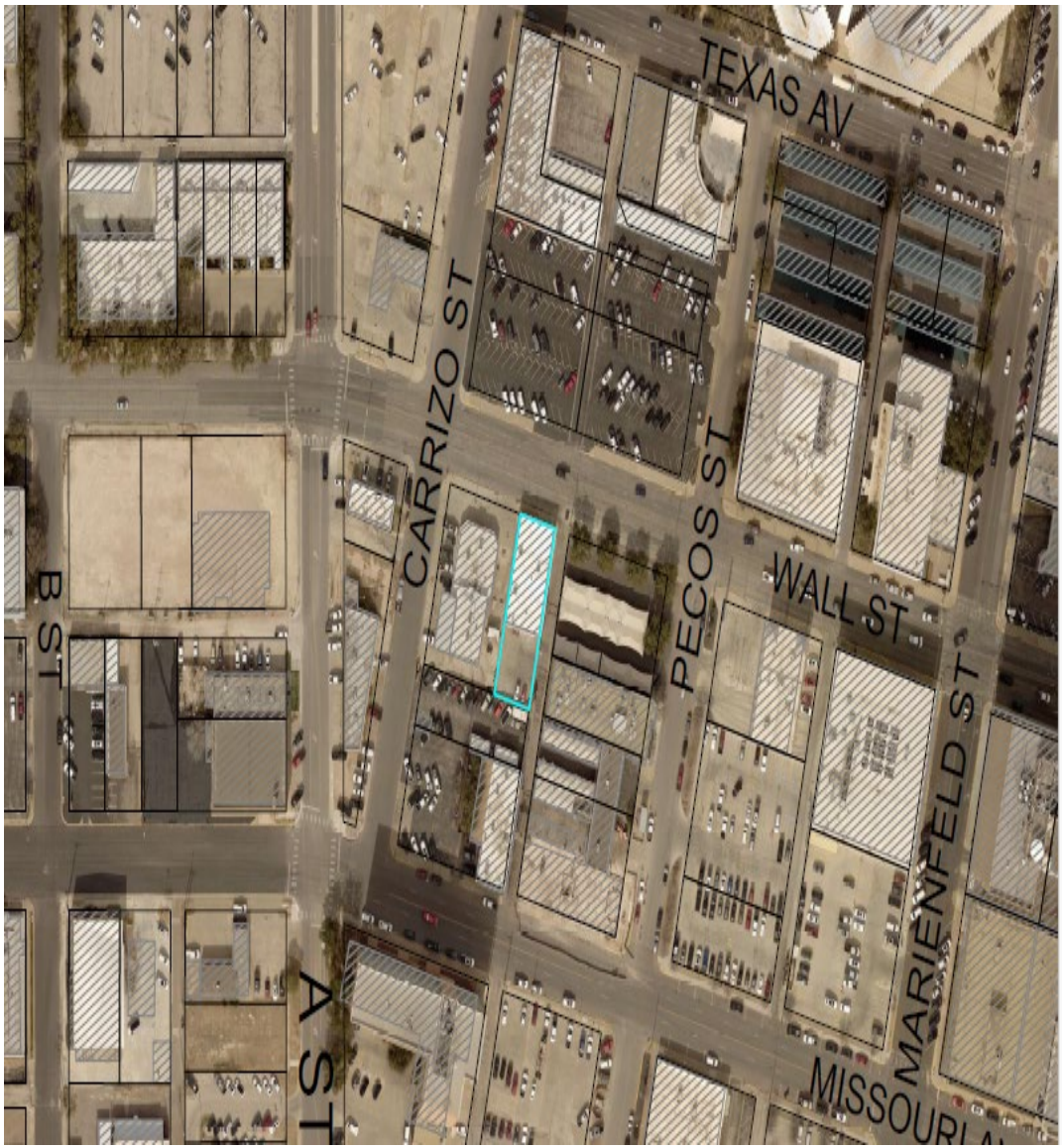
ZONING

- **Current Zoning:** CB, Central Business
- **Surrounding Zoning:** CB, Central Business.
- **Current Use of the Property:** **A Lounge:** The use of Alcohol is allowed with a Specific Use Designation per the Use Chart in Section 11-1-4.03



LAND USE

- **Surrounding Uses:**
  - North: Commercial Building
  - South: The Bar
  - East: BTA Oil Building
  - West: Double Bar Saloon



SITE PHOTO



On West Wall Street, Looking North

COMPREHENSIVE PLAN

- **TCT Comprehensive Plan:**
  - Village Center
- **Supported Uses:**
  - This is a village center area and there are no policies established for this location.
  - Request is compatible with the surrounding area and the Tall City Tomorrow Plan.



STAFF RECOMMENDATION

- One objection has been received.
- Planning and Zoning approved it on April 7, 2025 with the condition of only having two peace officers Fridays and Saturdays.
- Staff recommends **APPROVAL** of this Specific Use Designation With Term for a restaurant subject to the following conditions.

A. That the serviceable area of the establishment shall be limited to approximately 4,000 square feet as shown in Exhibit "A".

B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

STAFF RECOMMENDATION

C. That the permitted hours of the sale of alcoholic beverages sales and consumption shall be limited to:

Tuesday through Saturday from 6 p.m. to 1:45 a.m.

D. That the operator of the Establishment shall provide a minimum of two certified peace officers as security guards during hours of operation that occur between 9 p.m. and 1:45 a.m.

STAFF RECOMMENDATION

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 all requirements of the Fire Department and Code Administration.

STAFF RECOMMENDATION

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.

MISSION

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



MIDLAND
Planning Division

RECEIVED
APR 08 2025

B T A OIL PRODUCERS
104 S PECOS ST
TX MIDLAND 79701-5021

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas, will hold a public hearing at **10:00 a.m.** on **April 22, 2025,** in the Council Chamber, City Hall, 300 N. Loraine Street, Midland, TX 79701, on a request by **David Chin** for a **Specific Use Designation with Term** on the following described property:

LEGAL DESCRIPTION: The east 50 feet of Lots 10 through 12, Block 61, Original Town, City and County of Midland, Texas.

LOCATION: Generally located on the south side of West Wall Street, approximately 110 feet east of south Carrizo Street. (Council District 3)

CURRENT ZONING: CB, Central Business District.

SPECIFIC USE: For the sale of all Alcoholic Beverages for On-Premises Consumption, in a Lounge.

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request X **Comments:**

Required Information:

Property Owner's Signature

Richard Fugua, Partner, BTA Oil Produ
Printed Name

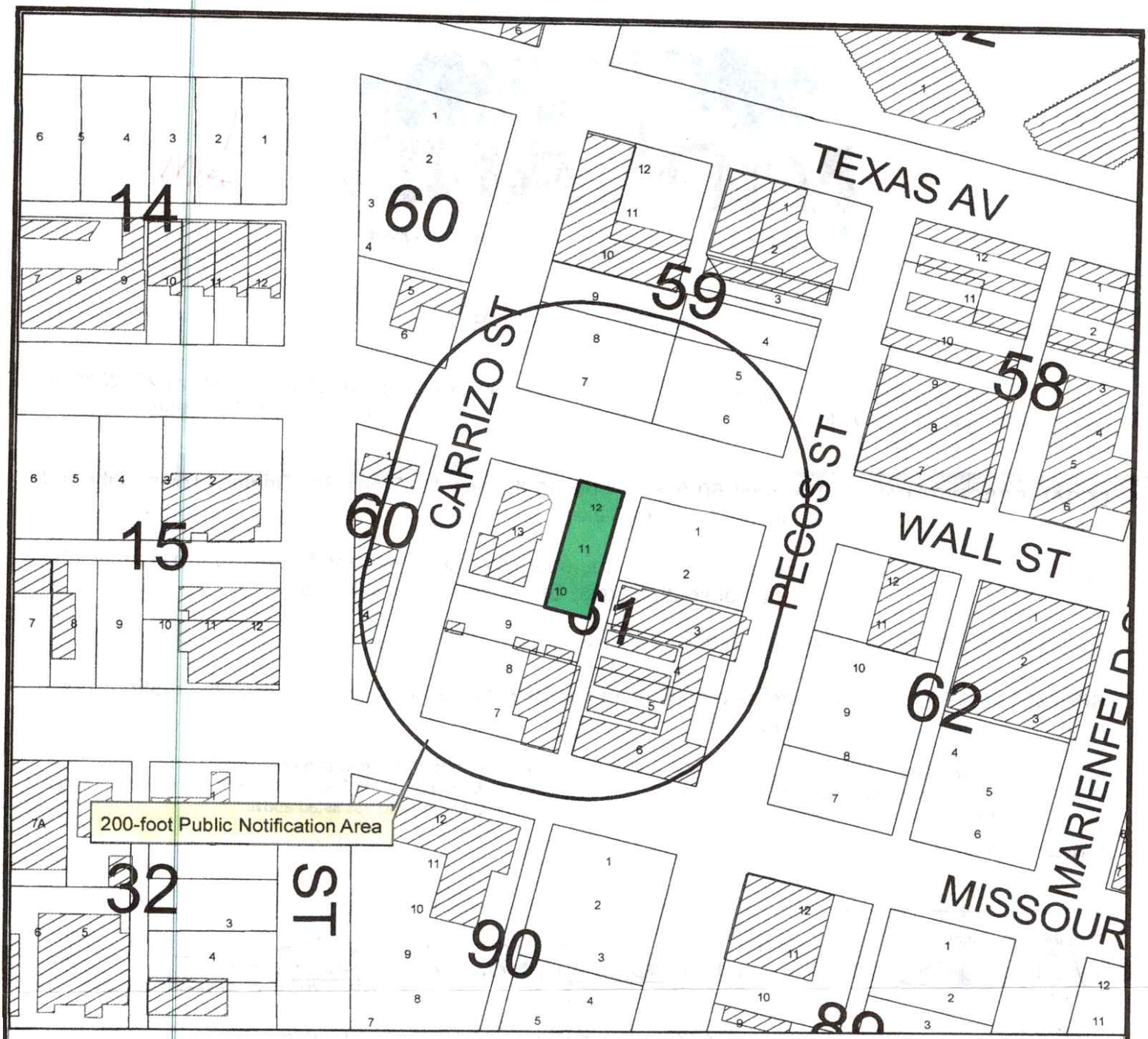
104 S. Pecos St. (Property 1-6 on map
Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division at (432) 685-7400.
Si ud. desea más información en Español sobre esta cuestión, llame al: (432) 685-7400.

Notices Mailed: 9
Date Mailed: 4/4/2025
Case Number: SUD-25-0195
Case Name: Hot Shots
AMM : Planner's Initials

Landon Ochoa
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.



Location Map

SUD-25-0195 **Scale: 1" = 861'**

Consider a request by David Chin for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a lounge on the east 50 feet of Lots 10 through and 12, Block 61, Original Town, City and County of Midland, Texas.

Generally located on the south side of West Wall Street approximately 110 feet east of South Carrizo Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT NOR IS IT DESIGNED TO BE USED AS A 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: 27

Meeting Date: April 22, 2025, May 13, 2025

To: City Council / City Manager

From: Britton Murry, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 6 THROUGH 9, BLOCK 121, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO MH, MANUFACTURED HOUSING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST NEW YORK AVENUE, APPROXIMATELY 70 FEET WEST OF SOUTH TERRELL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Pennell Land Surveying, LLC, on behalf of Carl Englestad, is requesting a Zone Change for a property located at 511 East New York Avenue from RR, Regional Retail District to MH, Manufactured Housing District, to allow for future residential development.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The property to the north is zoned LI, Light Industrial District, and is being used for a store. The property to the east is zoned RR, Regional Retail District, and is the location of a single-family dwelling. The properties to the west are zoned MH, Manufactured Housing District, and consist of manufactured homes and single-family dwellings. The property to the south is zoned RR, Regional Retail District, and is the location of a single-family dwelling.

Analysis:

The applicant is seeking this zone change in order to place two manufactured homes on these vacant lots. These vacant lots are currently zoned RR, Regional Retail District, and manufactured homes are not a permitted use. A zone change to MH, Manufactured Housing District, would allow for the placement of the two proposed manufactured homes at these properties per the City of Midland Zoning Ordinance Use Chart. [Midland City Code Section 4.03]

These four vacant lots are concurrently being replatted into two lots in addition to this zone change request, so that they are in compliance with the Residential Zoning District Dimensional Regulations Chart for the MH, Manufactured Housing District zoning regulations [Midland City Code Section 5.04]

These vacant lots are located in a residential neighborhood that is developed with a mix of single-family dwellings and manufactured homes. The properties that these lots abut to the west are zoned MH, which further supports this zone change request. MH zoning can also be found just southwest of these lots. Changing this zoning would allow for these lots to reflect the predominantly residential use that can be found in this area.

This request is not consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as Urban-Medium (U-M). This designation does not call for the MH, Manufactured Housing District. However, it does call for multiple types of residential zonings such as all of the Single-Family Dwelling Districts, as well as the Townhouse District.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning. Informational: Future plats will need to identify any Oil or Gas wells and include 500 ft. radius for a city permitted well or the 135 ft. radius for non-permitted well radius on plat. Please note if oil & gas wells are not identified or left off a plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified with comments- No structure shall be built over an abandoned well.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning:

The Planning & Zoning Commission recommended approval of this request on March 17, 2025.

Therefore, staff recommends approval of this Zone Change from RR, Regional Retail District to MH, Manufactured Housing District.

Letters of Objection:

Staff has not received any letters of objection as of April 18, 2025.

Attachments:

Application
Survey
Maps
PowerPoint

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 6 THROUGH 9, BLOCK 121, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO MH, MANUFACTURED HOUSING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST NEW YORK AVENUE, APPROXIMATELY 70 FEET WEST OF SOUTH TERRELL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 6 through 9, Block 121, Southern Addition, City and County of Midland, Texas (the "Property") to MH, Manufactured Housing 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 RR, Regional Retail District to MH, Manufactured Housing 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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: 2-25-0410

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: CARL ENGLESTAD		Phone (432) 664.2355 Email CARLENGLESTAD@GMAIL.COM	
Address 1006 E. NEW JERSEY	City MIDLAND	State TX	Zip 79701

Property Owner Printed Name: SAME		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: PENNELL LAND SURVEYING LLC Printed Name: MARCY NEELY / SURVEYOR		Phone (432) 570-6256 Email BRUCEPENNELL@YAHOO.COM BRUCE PENNELL @YAHOO.COM	
Address 2030 W. CUTHBERT AVE	City MIDLAND	State TX	Zip 79701

Street Address: 511 E. NEW YORK

Legal Description
Lot: 6-9 Block: 121 Subdivision: SOUTHERN

Current Zoning: ? LOCAL RETAIL ? * HAD HOUSE AROUND 2009

Proposed Zone: *(List by tracts if more than one district is requested)* MH

Reason for Zone Change Request: MATCH SURROUNDING AREA / NEIGHBOR FROM (LR TO MH) MOBILE HOMES ALL AROUND THE NEIGHBORHOOD

Present Use of Property: VACANT LOT

Proposed Use of Property: MH TO MATCH SURROUNDING AREA

How would this zone change affect the public health, safety and welfare? NOT AT ALL, WOULD MATCH NEIGHBORS & AREA NEXT DOOR

Describe how conditions affecting the property have changed since present zoning designation: NEW MOBILE HOME PLACED NEXT DOOR / LOT

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): CARL ENGLESTAD	Date: 1/29/2025
Applicant (printed): CARL ENGLESTAD	
Property Owner (signature):	Date: 1/29/2025
Property Owner (printed) : CARL ENGLESTAD	

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 Carl Englestad who, being by me duly sworn, upon oath says: That (s)he is the owner of 511 E. NEW YORK or authorized by CARL ENGLESTAD, 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*)~~ OWNER

Subscribed and sworn to before me, this 29th day of January, 2025, to certify which witness my hand and seal of office.

JOE HERNANDEZ
Notary ID #5008243
My Commission Expires
October 24, 2027

Joe
Rockwall
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:

****Application will not be considered for scheduling until reviewed by a planner.****

ZONING EXHIBIT

SOUTHERN ADDITION

LOTS 6, 7, 8 & 9, BLOCK 121
SOUTHERN ADDITION, AN ADDITION TO THE
CITY AND COUNTY OF MIDLAND, TEXAS,

Being lots 6, 7, 8 & 9, Block 121, Southern Addition, according to the plat recorded in Volume 2, Page 2 of the Deed Records of Midland County Texas and being more particularly described by metes and bounds as follows:

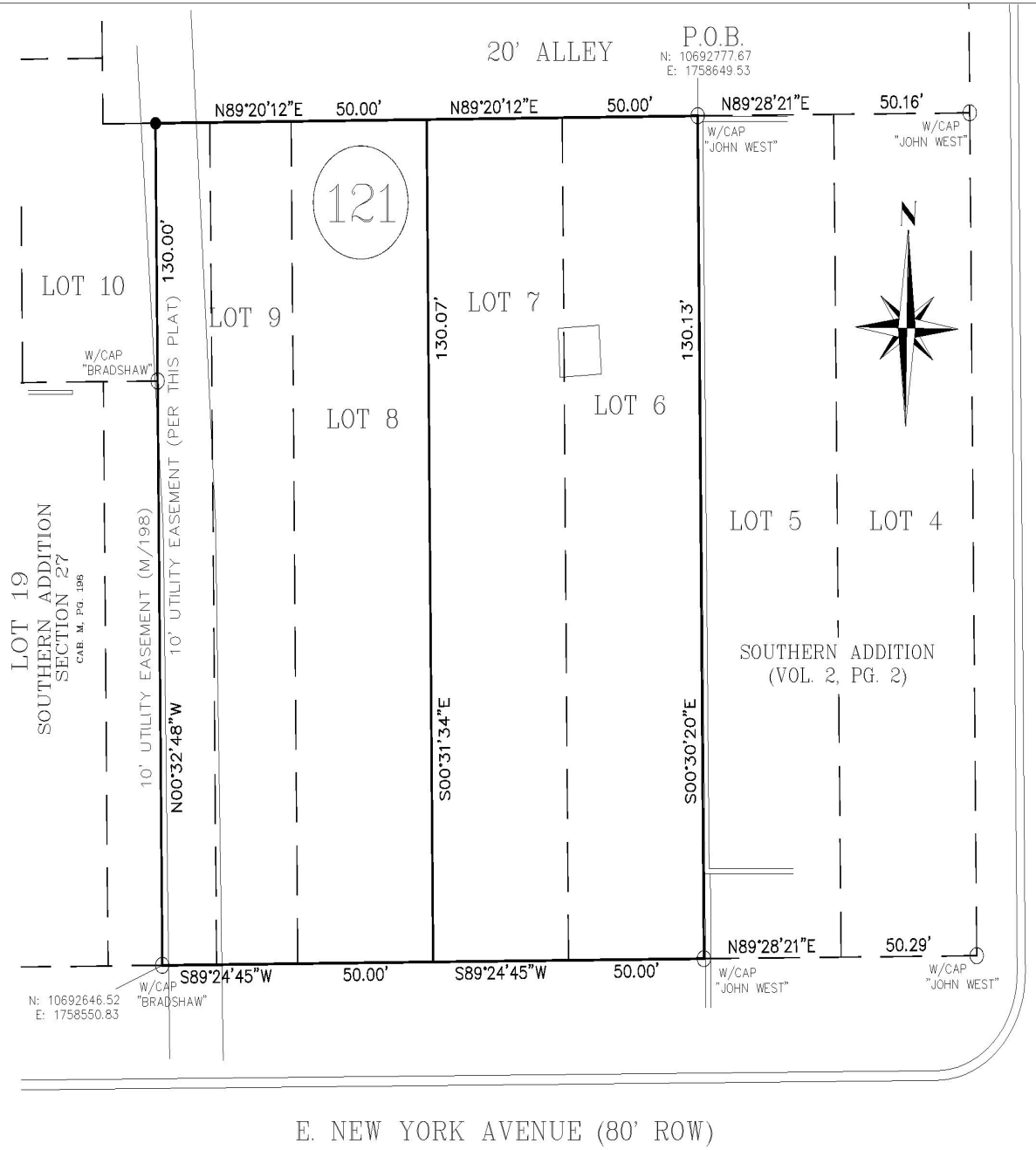
BEGINNING at a 1/2 inch iron rod with cap marked "JOHN WEST" found for the Northeast corner of said Lot 6;

THENCE S 00°30'20" E, with the East line of said Lot 6, a distance of 130.13 feet to a 1/2 inch iron rod with cap marked "JOHN WEST" found for the Southeast corner of said Lot 6;

THENCE S 89°24'45" W, a distance of 100.00 feet to a 1/2 inch iron rod with cap marked "BRADSHAW" found for the Southwest corner of said Lot 9, the same being the Southeast corner of Lot 19, Block 121, Southern Addition, Section 27, according to the plat recorded in Cabinet M, Page 198 of the Plat Records of Midland County, Texas;

THENCE N 00°32'48" W, a distance of 130.00 feet to a 1/2 inch iron rod with cap marked "RPLS 6832" set for the Northwest corner of said Lot 9;

THENCE N 89°20'12" E, a distance of 100.00 feet to the POINT OF BEGINNING.



The undersigned does hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown hereon, and that said property has access to and from a dedicated roadway.

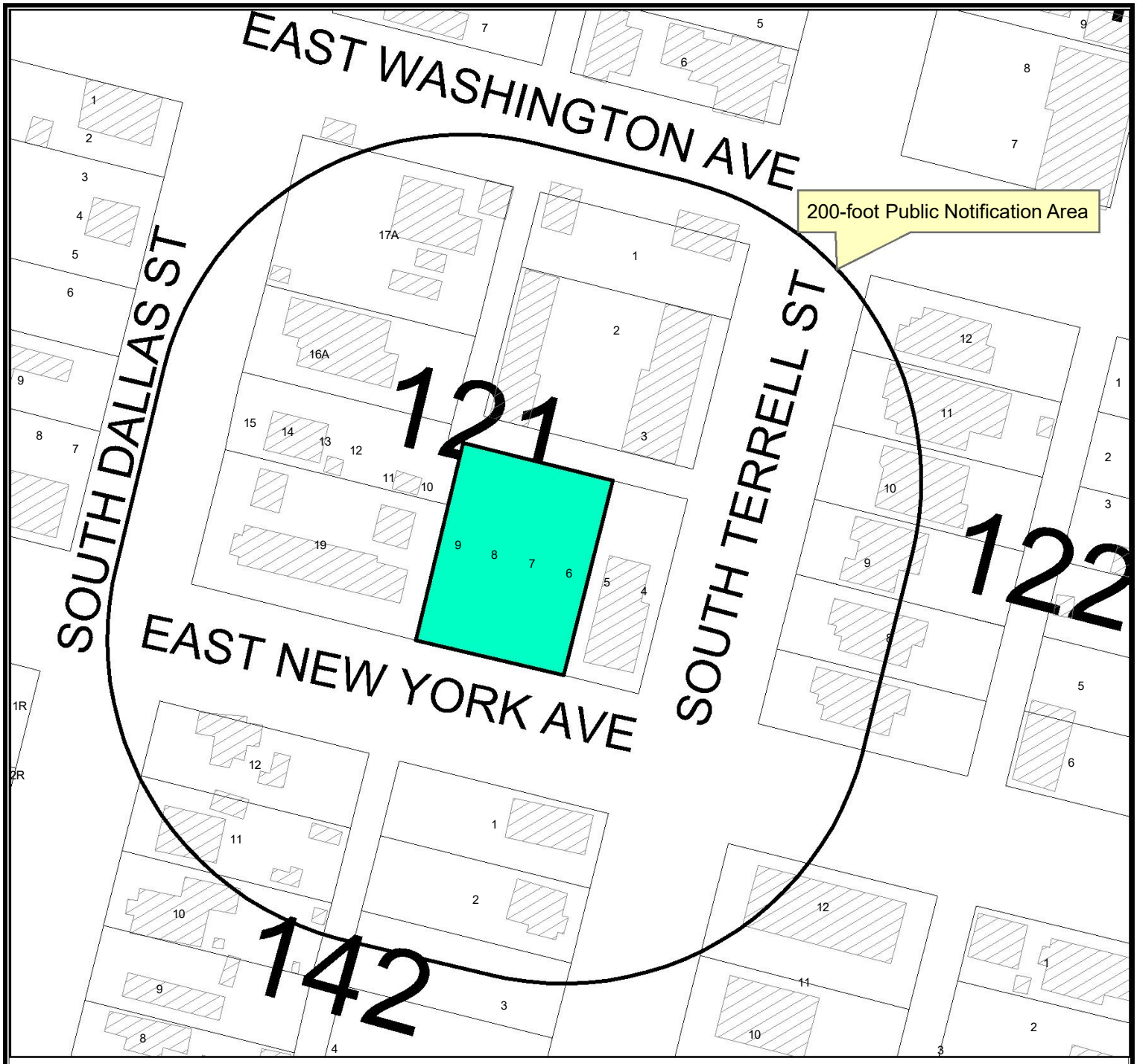
DURYN HENINGTON, R.P.L.S. 6832
2030 W. CUTHBERT, SUITE A
MIDLAND, TEXAS
432-570-6256

0' 20' 40' 60'
SCALE 1" = 20'

LEGEND
● Set 1/2" I.R. W/Cap "RPLS 6832"
○ Fnd. 1/2" I.R.

PENNELL LAND SURVEYING, LLC
SURVEYING FIRM #: 10193978
2030 W. Cuthbert, Midland, Texas 79701
(432)570-6256, brucepennell@yahoo.com

PACKET
May 13, 2025



Location Map

Z-25-0410 **Scale: 1" = 93'**

Consider a request by Pennell Land Surveying, LLC, on behalf of Carl Englestad, for a Zone Change from RR, Regional Retail District, to MH, Manufactured Housing District, on Lots 6 through 9, Block 121, Southern Addition, City and County of Midland, Texas.

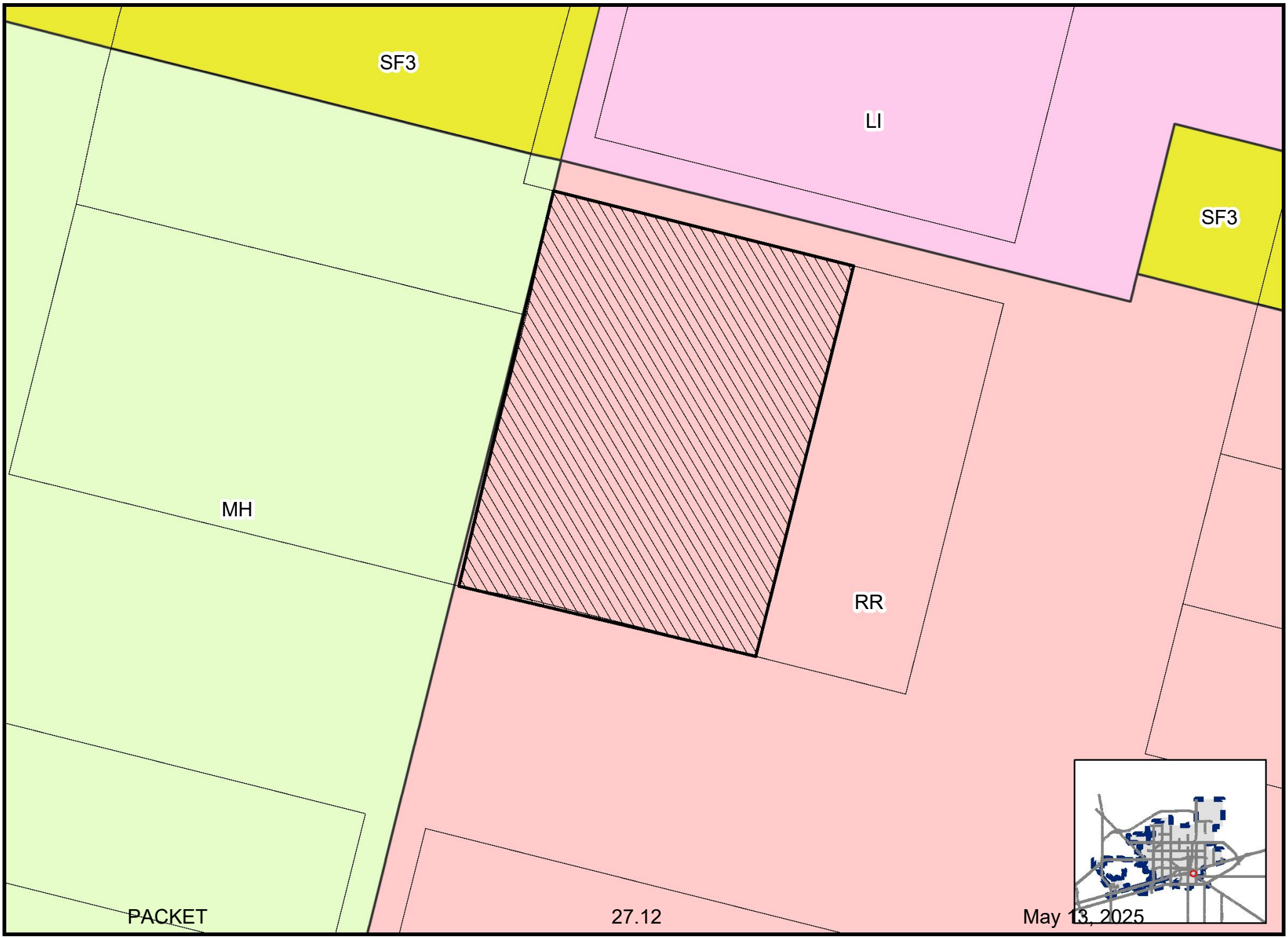
Generally located on the north side of East New York Avenue, approximately 70 feet west of South Terrell Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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Map BM, 2/10/2025

Z-25-0410

Scale: 1" = 39'

ZONING MAP

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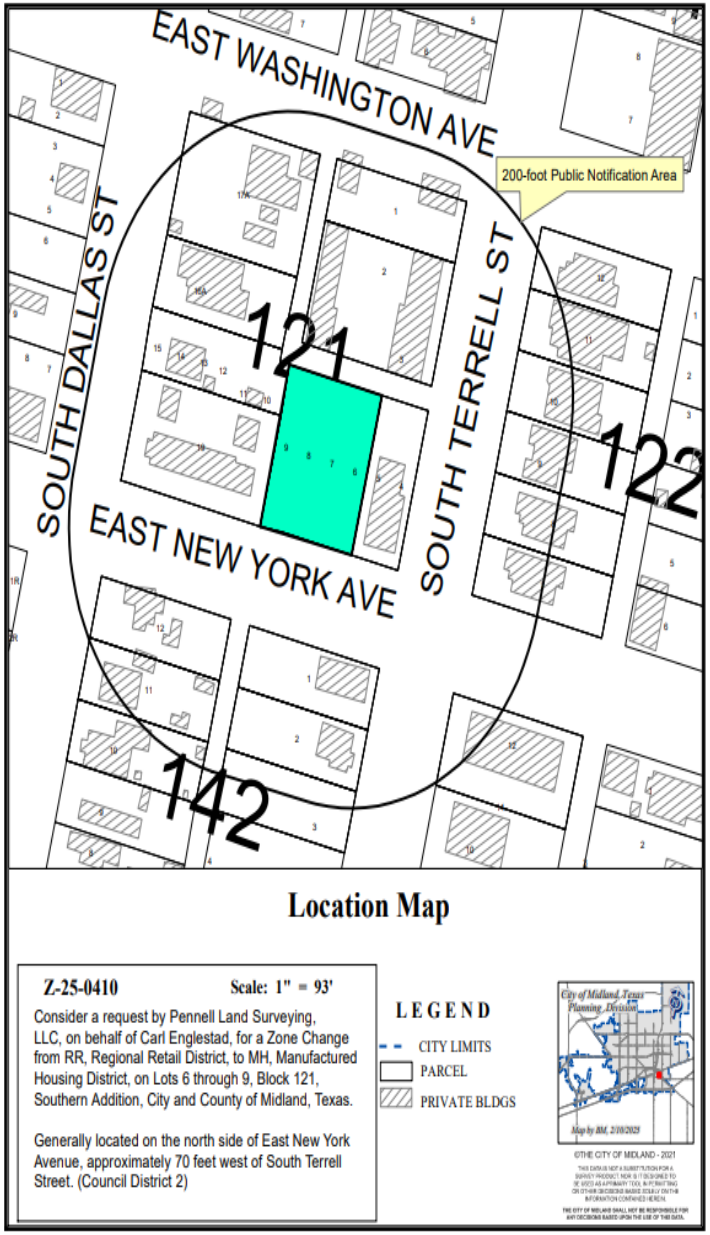

121
142




MIDLAND
Be the Energy!
511 EAST NEW YORK STREET
ZONE CHANGE
Visit Our Website
MIDLANDTEXAS.GOV

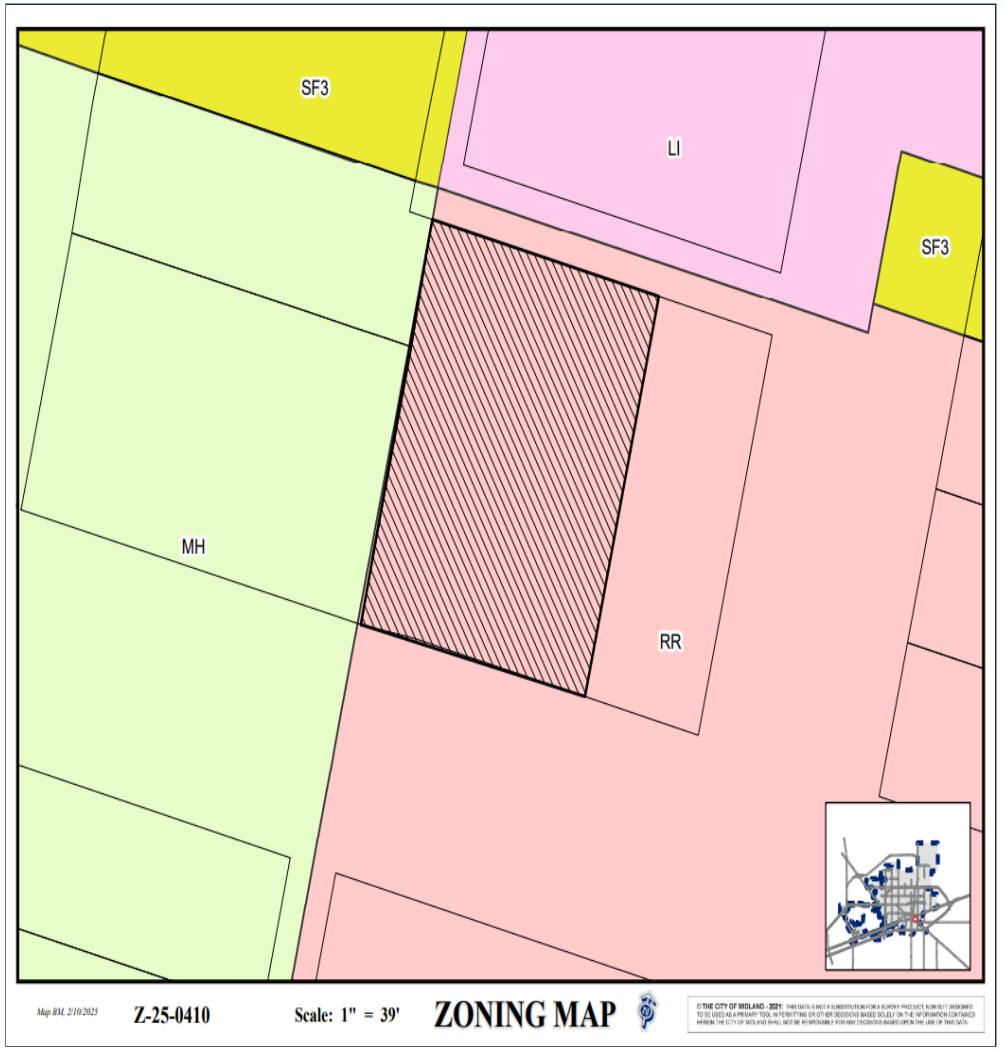
APPLICATION SUMMARY

- **Property Owner & Developer:** Carl Englestad
- **Representative:** Bruce Pennell, with Pennell Land Surveying, LLC
- **Zone Change**
- **Address:** 102 North Madison Street (Council District 2)



ZONING

- **Current Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North:** LI, Light Industrial District
  - **South/East:** RR, Regional Retail District
  - **West:** MH, Manufactured Housing District
- **Proposed Zoning:** MH, Manufactured Housing District



LAND USE

- **Current Use:** Vacant
- **Proposed Use:** Manufactured Housing
- **Surrounding Uses:**
  - **North: Commercial**
  - **South/East:** Single-Family homes
  - **West:** Manufactured homes and single-family homes



MIDLAND
Be the Energy!

SITE PHOTO

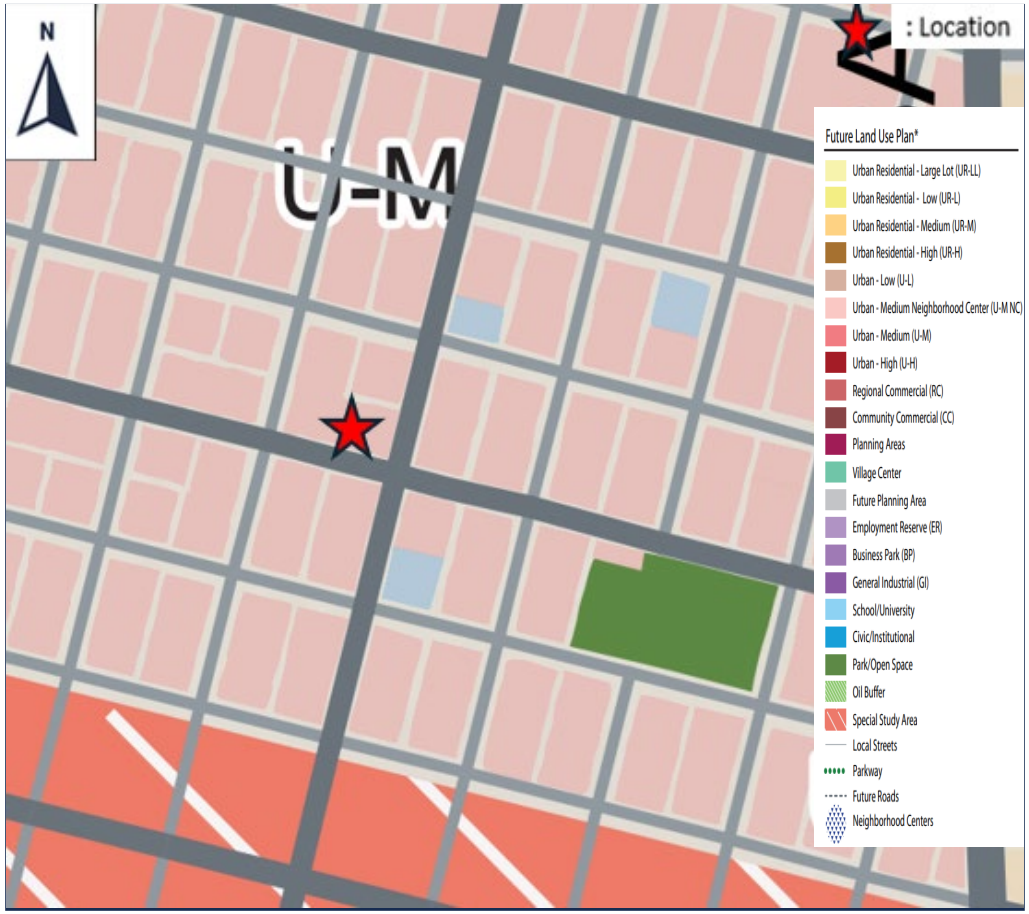


On East New York Avenue, Looking North

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN ANALYSIS

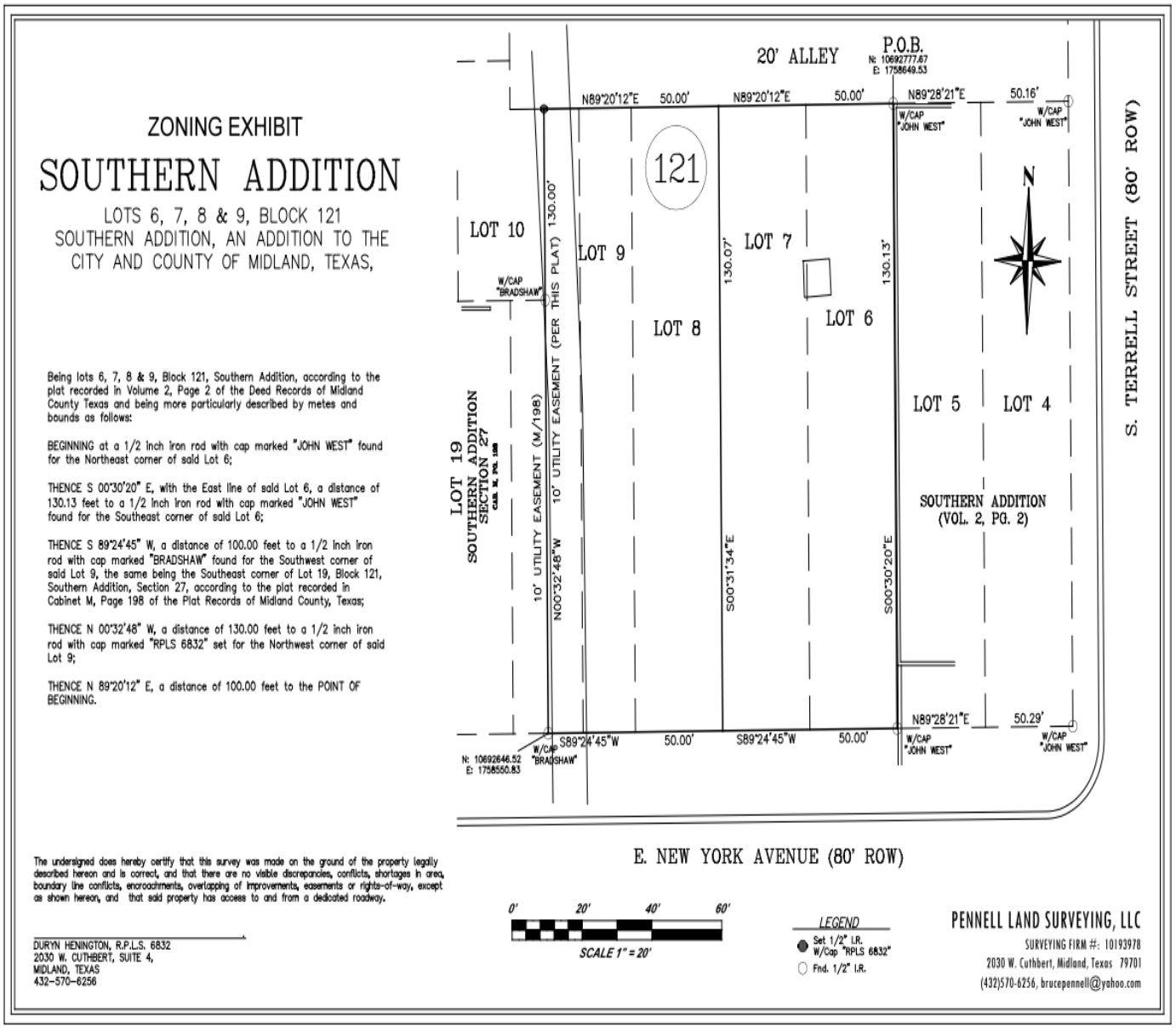
- **TCT Land Use Designation:**
  - Urban-Medium (U-M)
- **Supported Uses:**
  - A mix of complementary uses, including single-family housings, multi-family housing, schools, mid-sized parks and churches, commercial and mixed use.



COMPREHENSIVE PLAN ANALYSIS

- **Supported Uses:**
  - Amenities such as parks, plazas and quality streetscapes should be more prevalent than in U-L areas.
  - Request is **compatible** with the surrounding area, but not with the Tall City Tomorrow Plan.




ZONING EXHIBIT
SOUTHERN ADDITION
LOTS 6, 7, 8 & 9, BLOCK 121
SOUTHERN ADDITION, AN ADDITION TO THE
CITY AND COUNTY OF MIDLAND, TEXAS,
Being lots 6, 7, 8 & 9, Block 121, Southern Addition, according to the plat recorded in Volume 2, Page 2 of the Deed Records of Midland County Texas and being more particularly described by metes and bounds as follows:
BEGINNING at a 1/2 inch iron rod with cap marked "JOHN WEST" found for the Northeast corner of said Lot 6;
THENCE S 00°30'20" E, with the East line of said Lot 6, a distance of 130.13 feet to a 1/2 inch iron rod with cap marked "JOHN WEST" found for the Southeast corner of said Lot 6;
THENCE S 89°24'45" W, a distance of 100.00 feet to a 1/2 inch iron rod with cap marked "BRADSHAW" found for the Southwest corner of said Lot 9, the same being the Southeast corner of Lot 19, Block 121, Southern Addition, Section 27, according to the plat recorded in Cabinet M, Page 198 of the Plat Records of Midland County, Texas;
THENCE N 00°32'48" W, a distance of 130.00 feet to a 1/2 inch iron rod with cap marked "RPLS 6832" set for the Northwest corner of said Lot 9;
THENCE N 89°20'12" E, a distance of 100.00 feet to the POINT OF BEGINNING.
The undersigned does hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown hereon, and that said property has access to and from a dedicated roadway.
DURYN HENINGTON, R.P.L.S. 6832
2030 W. CUTHBERT, SUITE 4,
MIDLAND, TEXAS
432-570-6256
20' ALLEY
P.O.B.
N: 10692777.67
E: 1758649.53
N89°20'12"E 50.00'
N89°20'12"E 50.00'
N89°28'21"E 50.16'
W/CAP "JOHN WEST"
121
LOT 10
LOT 9
LOT 8
LOT 7
LOT 6
LOT 5
LOT 4
W/CAP "BRADSHAW"
130.00'
130.07'
130.13'
N
LOT 19
SOUTHERN ADDITION
SECTION 27
CAB. M, PG. 198
10' UTILITY EASEMENT (M/198)
10' UTILITY EASEMENT (PER THIS PLAT)
N00°32'48"W
S00°31'34"E
S00°30'20"E
SOUTHERN ADDITION
(VOL. 2, PG. 2)
S. TERRELL STREET (80' ROW)
N89°28'21"E 50.29'
S89°24'45"W 50.00'
S89°24'45"W 50.00'
N: 10692646.52
E: 1758550.83
E. NEW YORK AVENUE (80' ROW)
0' 20' 40' 60'
SCALE 1" = 20'
LEGEND
Set 1/2" I.R. W/Cap "RPLS 6832"
Fnd. 1/2" I.R.
PENNELL LAND SURVEYING, LLC
SURVEYING FIRM #: 10193978
2030 W. Cuthbert, Midland, Texas 79701
(432)570-6256, brucepennell@yahoo.com

Survey

STAFF RECOMMENDATION

- No objections received.
- The Planning and Zoning Commission recommended approval of this request on March 17, 2025.
- Staff recommends **APPROVAL** of this zone change from RR, Regional Retail District, to MH, Manufactured Housing District



MISSION

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



City Council Meeting

Item Number: 28

Meeting Date: May 13, 2025

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: RESOLUTION AUTHORIZING THE AMENDMENT OF THE CITY OF MIDLAND'S 2024-2025 ACTION PLAN TO THE CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT AND HOUSING FUNDS FOR THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S FISCAL YEARS 2020-2024; AND APPROPRIATING FUNDS (DISTRICT: ALL) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

To hold a public hearing and adopt a resolution amending the City's 2024-2025 Fifth Year Action Plan to the HUD-required Five-Year Consolidated Plan. The amendment allocates additional Community Development Block Grant (CDBG) funds to support construction of new restrooms at Dunagan Park, benefiting low- to moderate-income residents, earning less than 80 percent of the median area income.

Recommended City Council Action:

Approve

Fiscal Impact:

A total of $300,411 will be allocated from the 2024-2025 CDBG program. This includes $150,000 previously committed and an additional $150,411 to cover updated cost estimates, to be funded through contingency and fund balance.

Strategic Priority:

(Quality of Life and Place)

Discussion:

This amendment updates the funding for the Dunagan Park Restroom Project, originally approved as part of the Action Plan on July 23, 2024. The initial $150,000 allocation proved insufficient to attract qualified bids. Parks staff revised the project cost based on current market rates, estimating the total at $300,411. The funding gap will be addressed using existing CDBG contingency and fund balance, ensuring the project can proceed.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE AMENDMENT OF THE CITY OF MIDLAND'S 2024-2025 ACTION PLAN TO THE CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT AND HOUSING FUNDS FOR THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S FISCAL YEARS 2020-2024; AND APPROPRIATING FUNDS

WHEREAS, Council authorized the adoption of the 2024-2025 Action Plan to the Consolidated Plan for Community Development and Housing Funds for the United States Department of Housing and Urban Development's Fiscal Years 2020-2024 ("2024-2025 Action Plan") by Resolution Number 2024-117; and

WHEREAS, notice was published in the Midland Reporter-Telegram of a fourteen day public review and comment period regarding the amendment to the plan, which period has now expired; and

WHEREAS, the City Council finds it to be in the public interest to amend the 2024-2025 Action Plan;

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

SECTION ONE. That the City Council hereby amends the 2024-2025 Action Plan, a copy of said document being on file with the City Secretary's office referenced by the date and number of this resolution and incorporated herein by reference.

SECTION TWO. That funding of $300,411.00 shall be available in the 2024/2025 Community Development Block Grant and shall be appropriated for this purpose.

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., 2025, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Isaac Garnett, Community Development
Administrator

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, Interim City Attorney

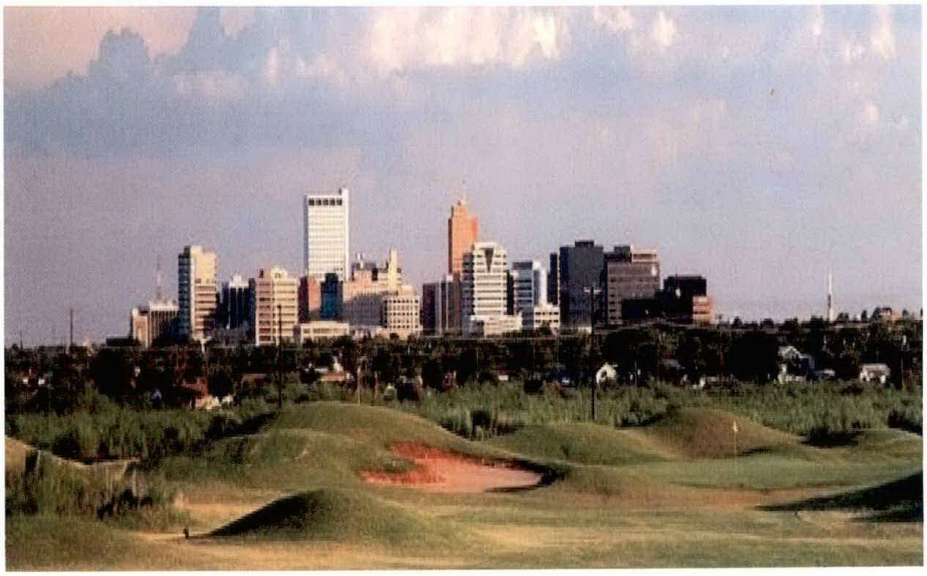
City of Midland

Community Development

Fifth Year Action Plan

Amendment CDBG

PY2024-2025



OMB Control No: 2506-0117 (exp. 09/30/2021)

To Increase funding for City of Midland Parks & Recreation Dunagan Park Restroom replacement. Cost of materials has increased and require additional funding to start project.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Midland is pleased to submit its 2024 Fifth Year Annual Action Plan of the 2020-2024 Consolidated Plan. The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified in the Consolidated Plan. The CDBG Fifth Year Annual Action Plan establishes Midland's strategy for investment of its U.S. Department of Housing and Urban Development (HUD) resources and other resources linked to activities directed at the community development, housing, and homeless service's needs. The goal of the Fifth Year Annual Action Plan is to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities principally for low-and moderate-income persons. The City of Midland has only applied for and received the Community Development Block Grant (CDBG) program.

The Fifth Annual Action Plan covers the period, beginning October 1, 2024, and ending September 30, 2025. The sole funding source is the City's 2024/2025 Community Development Block Grant (CDBG) program entitlement allocation of $973,411. Additionally, the City expects to receive $450,000 Prior Year Funding, $60,000 in Program Income and $17,396 in COVID -19 totaling $1,500,807. Priority housing needs to be addressed are those of owner households in the 0% to 80% of median income range, and renter households in the 30% to 80% of median income range who will be making home purchases. The city will also address public services (senior citizens) and other infrastructure improvement.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items, or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The overall outcome is to improve the quality of life for principally low-and-moderate-income persons by creating suitable living environments, improving the availability of affordable housing, and enhancing economic opportunities. The Annual Action Plan process identified the same overarching needs within the community, as identified in the Consolidated Plan. The following priority needs adopted are:

OHAP Major Assist 10 low-income first-time homebuyers with home purchases.

Casa de Amigos-home cleaning program for seniors (90 persons).

Senior Life Midland Meals on Wheels Food Program (500 persons).

Salvation Army Homeless Meal Program (200 meals per day).

(MMH) Mental Health & Wellness Program Transportation Assistance (120 Persons)

Casa de Amigos in person meals at 3 locations up to 120 persons per day and 31,200 meals

Casa de Amigos Senior Homebound Cleaning Program (90 people)

Mission Adult Day Center Take Home Terrific Meals 35 participants per day 4,550 meals.

City of Midland Minor Repairs Program projected 20 home repairs.

City of Midland First-Time Homeowner Program 10 grants at $15,000

City of Midland Parks & Rec Washington Park Slides Repair.

City of Midland Parks & Rec Dunagun Park Restroom Repair.

West Texas Food Bank Distribution Meals (500 boxes)

Thriving United Peer Support Specialist (86 people served)

Midland Habitat for Humanity Infrastructure and Roads Improvement (1/2 mile)

MMH Mental Health CRISP Indigent Program CV-19 (300 Indigent People)

Salvation Army Homeless Meal Program (46,000 meals)

Breaking Bread Homeless Outreach Facility Improvement (Floors)

The outcomes of addressing these needs will be measured by the increase in availability/accessibility, affordability and sustainability created by the programs and services provided throughout the course of

the Consolidated Plan. By concentrating funds on a small number of specific needs, it is hoped that the main objective will be achieved, and a greater number of principally low-and moderate-income people will benefit from the available funding.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Over the course of the fifth year of the 2020-2025 Consolidated Plan, the city will continue to improve its processes and delivery of services in addressing the housing, community development and economic development objectives identified. A complete and detailed year-end report has been written summarizing the result of activities that took place during the program accomplishment year 2022 (PY22). A copy of this report can be found at http://develop.midlandtexas.gov/35/Community-Development.

Utilizing Community Development Block Grant (CDBG) the city expended the following in accomplishment for program year (PY22):

- CDBG-First-time homebuyers down-payment assistance was expended to qualified families $200,000.
- CDBG Minor Home Repair- assistance was expended to qualified families $100,000.

- Casa de Amigos Senior Meal Assistance Program - $68,000
- Casa De Amigos Senior Resiliency Program $46,000
- Midland Memorial Hospital Indigent Health/Wellness CV-19-$260,000
- Senior Life Midland Meals on Wheels CV-19 $45,000
- Parker Place Senior Apartments Infrastructure $75,000
- Mission Adult Day Center $35,000
- Casa de Amigos Home Cleaning $45,000
- Salvation Army Homeless Meal Program $120,000
- Casa de Amigos Senior Resiliency Program $46,000
- MLK Center/Parks &Rec Program $374,000

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The CDBG office adhered to its CDBG Citizen Participation Plan. Specifically, publicity for scheduled meetings on March 13, 2024, at 6:00pm Martin Luther King Center, March 13, 2024, 10:00am Casa de Amigos and March 14, 2024, 10:00am Southeast Center. An In-person survey of 35 citizens was conducted (35 respondents) to arrive at recommended priorities and goals for the upcoming program year. Respondents most common answers were consistent with the Five-Year Consolidated Plan goals; improvement to public spaces (parks), transportation (buses), infrastructure (neighborhood streets) Community Centers (youth/senior activates) and Housing (Homelessness/Affordable Housing/Dilapidated Removal). The Midland City Council held two public hearings on May 24, 2024, at 10:0am and June 11, 2024, at 10:00am and a 30-day public comment period from June 23, 2024, to July 23, 2024. Efforts were made to include as many sub-populations as possible/groups and/or advocate groups for them in the process.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

During the needs assessment public hearing period comments were from a broad range of issues concerning:

- Early childhood education and childcare programs, including programs targeting dual (ESL) language learners and the growing Hispanic population in Midland.
- Public facilities Improvements.
- Transitional living programs for homeless adults/youths.
- Educational and training classes for adults.
- Access to affordable housing.

- Assistance to victims of abuse.
- Transportation.
- Access to food; The value of HUD block grant funding and the overall benefit to the community; Increase need for services to low- and moderate-income seniors.

6. Summary of comments or views not accepted and the reasons for not accepting them

CDBG Office considered all comments and views; and did not reject any responses specifically. Additionally, this office incorporated many responses into the Fifth Year Annual Action Plan.

7. Summary

During the program year of 2024/2025, the CDBG office will build upon experience from past achievements and current conditions to meet new strategic goals and outcomes set within this Action Plan. We will focus on using empirical data gathered on an annual basis to meet the underserved needs of the community and improve resident's quality of life; principally for low and moderate income Midlander's.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	MIDLAND	Community Development Division

Table 1 – Responsible Agencies

Narrative (optional)

The lead agency for overseeing the development of the Action Plan is the City of Midland's Department of Development Services through its Community Development Division or CDBG Office. Major public and private agencies responsible for administering programs covered by the Annual Action Plan are the City of Midland, local housing authorities and numerous housing and social service non-profits.

Consolidated Plan Public Contact Information

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City of Midland

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P.O. Box 1152

Midland, Texas 79702

432-685-7408

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The city has identified the significant aspects of the process by which the Action Plan is being developed and the public/private agencies, groups, organizations, and others that participated in the plan. The Action Plan is a comprehensive document that addresses statutory purposes. The lead agency for overseeing the development of the Plan is the City of Midland's Department of Development Services through its Community Development Division or CD Office.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The Community Development Office has a long-standing working relationship with both housing authorities in the city due to the mayor appointment of the CDBG Manager as the designated liaison to the PHA's. The liaison is responsible for coordinating information dissemination/communications from the city government to the PHA's that is essential to its city operations as well as being the secondary resource line for complaints or concerns originating from the PHA's by residents. The City also participates in other umbrella coalitions such as the Permian Basin Planning Commission to address other issues that relate to housing, transportation, and public service needs. The City of Midland and the PHA' are members of the Midland Affordable Housing Alliance which is an affordable housing advocacy group of nonprofits. MAHA plans, strategizes, and incorporates initiatives to increase affordable housing in Midland County through policy initiative and construction. Midlander's benefits from a strong and cohesive coalition of local government officials, service providers, lenders, and volunteers. MAHA partners are responsible for the development of several multifamily housing units being constructed throughout Midland, utilizing Housing Tax Credits and other financial measures.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Midland Homeless Network (CoC) is now established as a formal partner of MAHA in which the CoC will seek state and federal funding to solidify its role as the leading provider of homeless service in Midland County. The Homeless Coalition (CoC) maintains relationships with mental health providers and local homeless shelters, substance abuse and recovery facilities, homeless meal providers, coordinate and deliver the Point-In-Time count to the State of Texas and local philanthropic services providers whose principal responsibilities are helping people with necessities. The Coalition is working with the Texas

Homeless Network to apply for grants in the coming years to increase resource development and delivery.

The City of Midland and the MAHA/Homeless Continuum of Care (CoC) are working to develop an inclusive coordination and consultation process to address the ever-changing needs of homeless persons in Midland County. Although it is still a work in progress; the focus remains to collaborate on all aspects of a Housing First Modality; including planning, funding, implementing, and evaluating homeless assistance, and prevention programs at the local level. The Midland CoC will register in the Homeless Management Information System (HMIS) lead agency, and the CDBG office is considering to be designated as the HMIS administrator for governance and bringing forward HMIS data standards, policies and performance reports for review and approval. The administrator will provide access to licenses, hands-on training and technical support to all of the grant subrecipients and submit performance reports accordingly.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The city is not a recipient of ESG funds at this time, but this office will continue a targeted public outreach effort to educate and engage the public in its annual Action Planning and funding opportunities process. The Community Development Office will provide input during the grants award and allocation process. To ensure compliance with the Final CoC Rule. the CDBG office will works closely with the local Continuum of Care Activities to include:

- Posting and advertising all public meetings with adequate advance notice to citizens for maximizing participation.
- Ensuring all public meetings and other forms of communication are accessible to people with disabilities and non-English speaking persons.
- Utilizing web-based communication tools to solicit input from citizens.
- Working with local service providers, local lenders, and others to leverage public and private resources.
- Coordinating resources and services for affordable and supportive housing, in conjunction with local service providers, housing officials, lending institutions, developers, and non-profit organizations,
- Conducting meetings with grantees.
- Meeting with funded agencies to discuss their programs, successes, and challenges; and
- Providing on-going citizen participation opportunities in nontraditional listening settings.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Midland County Housing Authority
	Agency/Group/Organization Type	PHA Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Service-Fair Housing Child Welfare Agency Other government - Local Business and Civic Leaders Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy HOPWA Strategy Market Analysis Anti-poverty Strategy Lead-based Paint Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City communicates and coordinates with other Midland governmental entities, local housing authorities, the City of Odessa, and various State of Texas departments on an as needed basis. The City provided copies of the draft Action Plan to the following governmental entities: the Permian Basin Regional Planning Commission, local housing authorities and Midland County. Midland is not adjacent to another municipal government.
2	**Agency/Group/Organization**	Permian Basin Regional Planning Commission
	Agency/Group/Organization Type	Services-Employment Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Agency - Emergency Management Other government - Local Regional organization Planning organization Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CDBG office attend monthly meetings of the regional planning commission to address and impact transpiration issues for disabled persons.

3	**Agency/Group/Organization**	Texas Balance of State Continuum of Care
	Agency/Group/Organization Type	Services - Housing Services-homeless Services - Victims Health Agency Other government - State Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy HOPWA Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CDBG office is part of the Texas Homeless Network Balance of State and conduct regular monthly meeting to address efforts to impact positively and reduction of homeliness in Midland.
4	**Agency/Group/Organization**	MIDLAND VISIONS 2000, INC
	Agency/Group/Organization Type	Services - Housing Service-Fair Housing Other government - Local Business and Civic Leaders Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CDBG office contacted Vison 2000 on a quarterly basis to get an assessment of housing and rental trends in as close to "real-time" as possible to adjust the Action Plan accordingly.

Identify any Agency Types not consulted and provide rationale for not consulting

The CD department invites any organization to attend the meetings, send emails and call to give input to the city's overall CDBG development.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Texas Homeless Network Balance of State	The City of Midland Strategic Plan overlap the goals of the Midland Homeless Coalition/Midland Affordable Housing Alliance by providing funds for housing improvements and developments.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Anticipated outcomes from the consultations include a more concise data-driven set of goals based on community needs, resulting in more low- and moderate-income people being served throughout the course of the plan. The City will continue to communicate and coordinates with other Midland governmental entities, the two local Housing Authorities, and the City provided copies of the draft Action Plan to the following governmental entities: The Midland County Library, City of Midland CDBG Web page, Midland County Libraries, Martin Luther king Community Center, Casa de Amigos, and Midland Senior Centers.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The CDBG office solicits public input regarding the long-term and short-term needs of the community to develop funding priorities. The priority needs for the City of Midland 2024-2025 Annual Action Plan were determined through analysis of information gathered from a variety of sources and the CDBG schedule was approved by the City Council on January 09, 2024. The CDBG Prioritization Committee was established consisting of the following members who all make recommendations to the full council: two and four district City Councilors, At-Large Council member and CDBG Manager who shall serve ex-officio. An Annual Plan Timeline was published to ensure citizens were aware of the process including opportunities for participation.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Two public hearings were held to gather input and direct uses of CDBG funding for the 2024/2025 program year. Eleven (17) people attended the Public Hearing on March 13, 2024, and Nine (9) people attended the public hearing on March 14, 2024, to express the needs of the community. Respondents were positive towards the preliminary Action Plans development.	Speakers expressed the need for more transportation services, senior services, educational programs, affordable housing, mental health counseling, jobs, services for the homeless, and supportive services. Comments were in line with project recommendation and developments	All comments were considered in the prioritization of needs process.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Two public hearings were held to gather input and direct uses of CDBG funding for the 2024/2025 program year. Seven organizations (11) people attended the Public Hearing on May 24, 2024, and Four (4) people attended the public hearing on June 11, 2024, to express the needs of the community. Respondents were positive towards the preliminary Action Plans development.	Speakers expressed the need for more transportation services, senior services, educational programs, affordable housing, mental health counseling, jobs, services for the homeless, and supportive services. Comments were in line with project recommendation.	All comments were considered in the prioritization of needs process.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	CDBG Needs Assessment	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Community Leaders and Civic organizations, Hispanic Chamber of Commerce, MAHA, National Black Professional & Businesswomen Inc., PermiaCare Services, Midland Health/Behavioral Safety, Tall City Lions Club, Midland Salvation Army, The Fields Edge Org.	Comments were in line with project recommendation and developments. Suggested funds for land acquisition, indigent mental health services, food, transportation, transitional housing, neighborhood improvements.	All comments were considered in the prioritization of needs process.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Midland is a HUD entitlement grant that provides federal funds to improve neighborhoods in low-moderate income communities and census tracts.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	973,411.00	60,000.00	467,396.00	1,500,807.00	507,402.00	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The federal, state, and local resources available to address the needs identified in the plan include federal CDBG formula grant funds. The Midland Continuum of Care (CoC) will pursue grant opportunities under the HUD CoC competitive grant opportunities in PY2024 program year. The CDBG funds will be leveraged with the City's general funds, local nonprofit resources, and private foundation grants. The City of Midland has $100,000 in the general fund account available for use towards CoC applications and grant for ESG, HOME, or HOPWA activities in 2024 program year. Physical improvements projects will use a combination of CDBG funds and City general funds to enhance selected projects. Public service projects will concentrate efforts to address the needs of seniors and disabled that are high risk population identified as a priority need. Use of CDBG funds will leverage other nonprofit resources and private foundation funds to assist low-income households. Physical improvements will use a combination of public funds, CDBG funds, City general funds, and private foundations to enhance selected projects. Housing development funds will afford developers and subrecipients' extend nonfederal contributions with housing construction.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

NA

Discussion

The Expected Amount Available for the Remainder of 2020-2024 ConPlan is ($507,402) received over the remaining one year of the Consolidated Plan. Estimates were calculated using the confirmed funding of the current CDBG program year ($793,411) $450,000 in prior year funding and program income of $60,000 to be received during the third, fourth and fifth year of the Consolidated Plan. The CDBG program income total includes an estimated $60K in housing reconstruction loans funds received through economic development activities and this is included in the Expected Amount Available Reminder of ConPlan total. Additionally, the COVID-19 ($17,396) funding is available for programming.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Homebuyers Housing Assistance	2020	2024	Affordable Housing	Low and Moderate Income Census Tracts Greenwood Addition Southern Addition	Affordable Home Owner Housing Housing Acquisition, Construction & Rehabilitation	CDBG: $250,000.00	Homeowner Housing Rehabilitated: 35 Household Housing Unit Direct Financial Assistance to Homebuyers: 10 Households Assisted
3	Public Services	2020	2024	Non-Housing Community Development	SAN JUAN 2021 TARGET AREA Low and Moderate Income Census Tracts Greenwood Addition	Public Services	CDBG: $214,900.00	Public service activities other than Low/Moderate Income Housing Benefit: 400 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Infrastructure Improvements	2020	2024	Non-Housing Community Development	Low and Moderate Income Census Tracts	Expand & Improve Public Infrastructure & Facilities Housing Acquisition, Construction & Rehabilitation	CDBG: $654,000.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 750 Persons Assisted Facade treatment/business building rehabilitation: 1 Business Homeowner Housing Added: 70 Household Housing Unit
6	Homeless Meals Program	2020	2024	Homeless	Low and Moderate Income Census Tracts	Homeless Services	CDBG: $123,000.00	Homeless Person Overnight Shelter: 130 Persons Assisted Homelessness Prevention: 500 Persons Assisted
9	Essential Services	2020	2024	Non-Housing Community Development	Low and Moderate Income Census Tracts	Homeless Services	CDBG: $181,396.00	Homelessness Prevention: 600 Persons Assisted Other: 130 Other

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Affordable Homebuyers Housing Assistance
	Goal Description	

3	**Goal Name**	Public Services
	Goal Description	
4	**Goal Name**	Infrastructure Improvements
	Goal Description	Affordable housing infrastructure for 70 housing units in low-moderate income census tract areas.
6	**Goal Name**	Homeless Meals Program
	Goal Description	
9	**Goal Name**	Essential Services
	Goal Description	Substance abuse treatment outreach and homeless outreach services will be conducted by certified professionals. Food boxes will be distributed to needy families in the Midland community.

Projects

AP-35 Projects – 91.220(d)

Introduction

The proposals received for funding consideration, the following projects were recommended by the Midland City Council CDBG Committee with input from city staff for funding from the CDBG funds expected to be available for program year 2024-2025.

Projects

#	Project Name
1	Housing Minor Repairs
2	Homebuyer Assistance Program
3	City of Midland Parks & Rec Washington Park Pool
4	City of Midland Parks & Rec Dunagun Park Facilities
5	Casa de Amigos Senior Nutrition Program
6	Casa de Amigos Senior Home Cleaning Program
7	Senior Life Midland Meal on Wheels Weekend
8	Take Home Terrific Program
9	West Texas Food Bank Distribution
10	Thriving United Peer Support Specialist
11	Midland Habitat For Humanity
12	MMH Mental Health CRISP Indigent Program CV-19
13	Salvation Army Homeless Meal Program
14	Breaking Bread Homeless Outreach Facility Improvement

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The projects listed above were selected by the Council CDBG Committee from the total of all project proposals received during the open application process for the 2024/2025 CDBG program. Additional activities are identified by the public health crisis. Citizens and organizations were asked to identify which priority their program most closely related. During the evaluation phase, points were awarded to the applications that demonstrated the proposed projects best tied to the Midland Con Plan and HUD national objective. Most agencies do not have necessary funds and resources to provide all services needed by the clients/recipient and have stated in their applications that without CDBG grant funds their project, or program may not be able to fully serve the community's needs.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Housing Minor Repairs
	Target Area	WASHINGTON PARK/2005 TARGET AREA Low and Moderate Income Census Tracts Southern Addition
	Goals Supported	Affordable Homebuyers Housing Assistance
	Needs Addressed	Home Owner Home Improvements
	Funding	CDBG: $100,000.00
	Description	Replace Homeowner minor equipment for home repairs.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	30 low-moderate income homeowner families will benefit from the program.
	Location Description	Replace Homeowner minor equipment for home repairs in district 2 and 4.
	Planned Activities	Replace Homeowner minor equipment for home repairs.
2	**Project Name**	Homebuyer Assistance Program
	Target Area	WASHINGTON PARK/2005 TARGET AREA Low and Moderate Income Census Tracts Southern Addition
	Goals Supported	Affordable Homebuyers Housing Assistance
	Needs Addressed	Preserve & Develop Affordable Housing
	Funding	CDBG: $150,000.00
	Description	Assist with Downpayment and closing cost for first-time homeowners.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	15 families will be assisted with downpayment and closing cost assistance.
	Location Description	Low moderate income census tracts.
	Planned Activities	20 homeowner minor repairs.
3	**Project Name**	City of Midland Parks & Rec Washington Park Pool

	Target Area	Low and Moderate Income Census Tracts Greenwood Addition
	Goals Supported	Infrastructure Improvements
	Needs Addressed	Expand & Improve Public Infrastructure & Facilities
	Funding	CDBG: $50,000.00
	Description	Replace slides surfaces and safety jackets.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Neighborhood families in district 2 and 4 will benefit from improvements
	Location Description	Washington Park area.
	Planned Activities	Facility repairs to water slides.
4	**Project Name**	City of Midland Parks & Rec Dunagun Park Facilities
	Target Area	Low and Moderate Income Census Tracts Southern Addition
	Goals Supported	Infrastructure Improvements
	Needs Addressed	Expand & Improve Public Infrastructure & Facilities
	Funding	CDBG: $300,000.00
	Description	Reconstruct restrooms and bring up to code.
	Target Date	10/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	500 families will be impacted by the improvement to the park facilities.
	Location Description	Dunaagun Park area
	Planned Activities	Facilities improvements to restroom area.
5	**Project Name**	Casa de Amigos Senior Nutrition Program
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $70,000.00
	Description	Lunch meal program for senior at recreation 3 centers.

	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Senior lunch programs
	Location Description	3 community centers
	Planned Activities	Healthy lunch and activities for seniors
6	**Project Name**	Casa de Amigos Senior Home Cleaning Program
	Target Area	Low and Moderate Income Census Tracts Greenwood Addition Southern Addition
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $60,000.00
	Description	Senior homebound cleaning once per week so people will continue to live at home.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	92 seniors will receive weekly home cleaning
	Location Description	Low income census tracts.
	Planned Activities	Weekly home cleaning.
7	**Project Name**	Senior Life Midland Meal on Wheels Weekend
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $43,900.00
	Description	Meals on Wheels homebound program to include weekend meals.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	32,500 meals will be served to homebound seniors.
	Location Description	Low income homes

	Planned Activities	In home meals
8	**Project Name**	Take Home Terrific Program
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $41,100.00
	Description	Take home meals for special need people that attend center.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	40 special needs adults will receive talke home meals as well as lunch daily
	Location Description	Low income census tracts
	Planned Activities	After hours meals for the weekend.
9	**Project Name**	West Texas Food Bank Distribution
	Target Area	SAN JUAN 2021 TARGET AREA Low and Moderate Income Census Tracts Greenwood Addition Southern Addition
	Goals Supported	Essential Services
	Needs Addressed	Homeless Services Public Services
	Funding	CDBG: $81,000.00
	Description	Food box for citizens in low income areas that can support health.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	1000 low income families will received food boxes
	Location Description	Low income census tracts
	Planned Activities	Distribution of food boxes to families in need
10	**Project Name**	Thriving United Peer Support Specialist
	Target Area	Low and Moderate Income Census Tracts

	Goals Supported	Essential Services
	Needs Addressed	Homeless Services Employment Training
	Funding	CDBG: $83,000.00
	Description	Support Specialist for people in substance abuse recovery programs to include street outreach with the homeless.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Low income families that participate in substance abuse recovery and homelessness
	Location Description	Low income census tracts
	Planned Activities	Peer support specialist
11	**Project Name**	Midland Habitat For Humanity
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	Infrastructure Improvements
	Needs Addressed	Employment Training
	Funding	CDBG: $381,000.00
	Description	Road and utility improvements for affordable housing subdivision.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	70 low income housing
	Location Description	Low income census tracts
	Planned Activities	Infrastructure improvements for 70 affordable housing development.
12	**Project Name**	MMH Mental Health CRISP Indigent Program CV-19
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	Essential Services
	Needs Addressed	Homeless Services
	Funding	CDBG: $17,396.00

	Description	Indigent services for people who present in the hospital emergency room and need follow-up service.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	125 individuals in need of follow-up emergency room services with mental health professionals, etc.
	Location Description	low income census tracts.
	Planned Activities	Distribution of bus passes for follow-up mental health services.
13	**Project Name**	Salvation Army Homeless Meal Program
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	Homeless Meals Program
	Needs Addressed	Homeless Services
	Funding	CDBG: $100,000.00
	Description	Homeless meals at the emergency shelter and personnel that support the program.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	30,000 meals to the shelter and those that live in the facility.
	Location Description	Low income census tracts
	Planned Activities	
14	**Project Name**	Breaking Bread Homeless Outreach Facility Improvement
	Target Area	Low and Moderate Income Census Tracts Southern Addition
	Goals Supported	Infrastructure Improvements Homeless Meals Program
	Needs Addressed	Expand & Improve Public Infrastructure & Facilities Homeless Services
	Funding	CDBG: $23,000.00
	Description	Facility upgrade for homeless food program and activities center.

	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	60 low income individuals have evening meals at the center
	Location Description	low income census tracts
	Planned Activities	Upgrades to floor of homeless kitchen to prevent trips and falls

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

In the development of the Consolidated Plan, two specific target areas were defined and approved beyond the City-Wide target area. These areas all suffer with high levels of poverty and unemployment; all are occupied by LMI census tracts. In the development of the Consolidated Plan, five target areas were defined and approved. These areas all suffer from high levels of poverty and unemployment, and neighborhood housing dilapidation.

Geographic Distribution

Target Area	Percentage of Funds
BRADFORD PARK/2004 TARGET AREA	
WASHINGTON PARK/2005 TARGET AREA	5
SAN JUAN 2021 TARGET AREA	
SPARKS PARK	
MULBERRY DRAW	
City of Midland	
Low and Moderate Income Census Tracts	80
Ratliff Park 2017	
MLK	
Greenwood Addition	7
Southern Addition	8

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Concentrating resources in specific geographies in the Greenwood Addiction, Southern Addition, San Juan Addition, and low-moderate income census tracts is necessary to adequately address the scale of needs. The CDBG office has identified substandard conditions such as deteriorated housing and infrastructure. The city elects to focus activity in the areas of highest concentration of poverty, unemployment, and basic needs. As well as areas where other city funds and private investments are anticipated as a basis for allocating investments geographically. The result of geographical allocation of HUD funding is an effective use of the funds to elevate and create more opportunities for areas where the needs are the greatest.

Discussion

The City's rationale for its geographic distribution of CDBG funds is based on compliance with the CDBG

Primary Objective - the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. Generally, CDBG supported public services are available on a citywide basis to income eligible households or persons. However, public capital improvements and other development projects are specifically directed at sites within low- and moderate-income neighborhoods. The percentages listed above only represent funded projects that will be located exclusively within the target areas. The geographic distribution of funds for funded projects involving activities such as homeowner rehabilitation and public services, where the location of services will vary during the year, will be included in the Consolidated Annual Performance and Evaluation Report (CAPER) due in December 2024.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City's CDBG program for 2024-2025 will result in affordable housing through its homebuyer assistance program and affordable housing repair programs (AHRP). Additional units will be supported by the AHRP or funds will be needed to continue the AHRP location selected for the 2024-2025 CDBG program year. Sub-awardees will develop affordable housing for first-time homebuyers.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	105
Special-Needs	0
Total	105

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	75
Rehab of Existing Units	30
Acquisition of Existing Units	5
Total	110

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Funds will be used for acquisition of single-family units to assist ten (10) first-time homebuyers with down payment and closing costs to assist in the purchase of a home and production of new housing units by Habitat for Humanity.

AP-60 Public Housing – 91.220(h)

Introduction

The city will continue to support public housing projects during the Consolidated Plan. One project has been recommended for funding during the third year and will address safety issues at housing complex, more detail is provided below.

Actions planned during the next year to address the needs to public housing

The CDBG office coordinate crime prevention strategies for the PHA's and provide crime data that can target security efforts and identify to local PD of "hotspots" within the development. Many of the PHA's residents have a social service provider through the State of Texas or federal system (SSI); that provides case management services to residents with a focus on employment, education, and self-sufficiency. The caseworker assists the residents to set goals pertaining to developing and maintaining household budget, bill pay, housekeeping and obtaining additional health care. The CDBG office coordinates with MPD for added security and report issues and crime trends to the PHA's on a bi-annual basis to prevent criminal activity. These reports assist in reducing criminal service calls to the developments by identifying housing units with a history of criminal activity and beginning eviction proceedings.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Midland PHA's programs are divided into two separate and distinct organizations with two boards of directors, two executive directors and staffing (City of Midland Housing Authority and the Midland County Housing Authority). The City of Midland Mayors office has appointed the CDBG manger to serve as the liaison between the City of Midland Housing Authority board and city council to offer consultation and professional guidance. The Liaison serves as the eyes and ears to the council with oversight of expenditure, revenues, and capital projects related to the PHA. The CDBG office relays information from the board to individuals attending the resident commissioners' meeting held once a month at the development. The CDBG manager attends the monthly meeting of the board and offers insight and guidance regarding affordable housing construction, trends, and availability. The CDBG office is actively working with PHA managers to determine potential homeownership candidates in coordination with the City of Midland Housing Authority resident's commissioners, identifying potential homeowners. The residents in the PHA are either elderly or disabled; therefore, the housing managers and the CDBG office will identify barriers, such as transportation, health care, employability, education, and devise strategies to increase economic attainment. The CDBG office will provide educational tools to assist housing residents to pursue homeownership through HUD grants programs and local charities. The CDBG office will facilitate four homeownership session on a quarterly basis in the 2024/2025 program year with the primary curricula instruction on financial lending tools, strategic goals setting, maintaining a financial budget, developing a banking history, credit strategies, and long-term employment history.

The Midland County Housing Authority caseworkers and the CDBG office staff will provides homeownership instructions and prequalifying housing services to residents of the section 8 voucher programs: with a focus on the establishment of long-term employment history, banking education (checking/savings), credit repair, and banking/federal down-payment assistance. The CDBG office will provide lending guidelines for home loans, housing appraisal processes, and general insurance requirements. The CDBG office will facilitate four sessions on a quarterly basis held throughout the 2024/2025 program year at the section 8 developments. The CDBG office will refer individuals from the sessions to long term housing counseling services providers at Midland Community Development Corporation, and Midland Collage Business and Economic Development Center.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority of the City of Midland and the Midland County Housing Authority are not designated as troubled.

Discussion

None

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The city's partnership with organizations to pursue funds to serve homeless needs is ongoing. For the 2024/2025 program, the City does anticipate using CDBG-CV19 funds that will directly support programs that serve the homeless. Being an active partner in the Midland Homeless Coalition (CoC), and the Midland Affordable Housing Alliance, the cities aim to work toward addressing gaps within the Midland Continuum of Care for the homeless and eliminating chronic homelessness. Collaborations with United Way and local foundations are vital in efforts to ensure current funding levels are sustained and that federal/state funding opportunities are not missed. The United Way of Midland has collaborated with Family Promise of Midland to achieve – ten transitional housing units to date.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Street outreach programs organized by faith-based and non-profit organizations are available to unsheltered individuals. Some of these groups target specific populations such as unaccompanied youth to make referrals and information dissemination, assistance obtaining identification, and options for employment and shelter. The CDBG office and faith-based organizations coordinate critical service through Charity Tracker which is a system to communicate and coordinate homeless services without overlapping assistance.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City shall continue to participate in the Midland Homeless Coalition and support individual efforts of agencies comprising the Homeless Network Coalition. The primary assisting agency is the Salvation Army of Midland that’s providing a safe place to stay. The shelters provide services in the form of case management, childcare, counseling, safety planning for victims of domestic violence, medical services, life skills classes, parenting and relationship skills classes, therapeutic exercise classes and service to meet basic personal needs.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The CDBG office makes referrals to the PHA's regarding persons who are homeless or at risk for homelessness to obtain housing vouchers designed to help individuals and families move them as quickly as possible into permanent housing. PermiaCare Mental Health agency uses HOME funds to relocate and house persons with mental disorders in Midland County.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

It is anticipated that the public service programs supported by CDBG will aid low-income individuals and families avoid becoming homeless by a variety of efforts undertaken by the CDBG office and nonprofit organizations to prevent homelessness. There are five primary preventative services offered by various provider organizations:

- Food assistance
- Rental assistance
- Utilities assistance
- Counseling/advocacy
- Legal assistance

Each service is designed to assist families remain housed by offering services and support during times of financial or legal difficulty because individuals and families who are being discharged from publicly funded institutions or systems of care are at a high risk of becoming homeless or returning to homelessness, the CDBG office, Salvation Army of Midland and the Midland CoC plans to place an emphasis on discharge planning with coordination of housing services.

Discussion

The City of Midland and homeless services providers, including the newly established Continuum of Care, are committed to providing solutions and serving the needs of individuals experiencing homelessness. All parties are working with federal, state, and local partners to end veteran homelessness and chronic homelessness in Midland.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Public policies are meant to address the overall needs of citizens in the City. Yet, there are times where they may have a negative effect on certain aspects of the community, specifically affordable housing, and residential investment. Affordable housing and public and private residential investments are key components in furthering fair housing in any community. The primary tool communities have for identifying contributing factors for these barriers to housing is an assessment of fair housing and fair housing choice. In 2020, the city updated the previous housing impediment assessment, (Analysis of Impediments) and illustrated continued barrier to home ownership. A limited supply of affordable housing and extensive cost burden, especially for extremely low-and very low-income renters causing significant affordability "gaps"; and Fair housing education is lacking and impede better understanding of housing discrimination rights by community residents and property owners.

The city plans corresponding actions designed to strengthen the supply of affordable housing and narrow the affordability "gaps." Elements of those actions appear within this Consolidated Plan and beyond. Additionally, the City anticipates a review of public policies that may impede the development of affordable housing and to improve the understanding of their consequences.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Midland Development Service Department updated its housing codes in support of a more comprehensive plan for increased housing density in select areas. These efforts will support transit and walkability around town to do business. Favorable living spaces can be achieved when re-zoning, modular home occupancy permits are updated to allow for different housing types. The City shall reduce or waive certain development and building fees for affordable housing projects and use local funds to pay for public improvements and the disposal of site clearance debris on affordable housing sites. Services such as reduced pay replating, and resurveying from Industrial Zone to Family Zone aspects can be considered for non-profit developers like Midland Habitat and Midland Development Corp. These new zoning tools are popular choices in areas throughout the city that are seeking redevelopment and revitalization options. Market forces driving new demand for housing continue to emerge and the city believes that with these new tools in place can keep pace with demand and avoid displacement of persons and families who require affordable housing.

Discussion:

It is also our hope that the City of Midland, Midland County, financial institutions take

actions implementing recommendations in the 2020 Analysis of Impediments to Fair Housing Choice. The continuation of CDBG funding with regards to the housing improvement initiatives has contributed toward this objective.

AP-85 Other Actions – 91.220(k)

Introduction:

The following actions will be pursued by the City towards meeting Consolidated Plan regulations on other actions.

Actions planned to address obstacles to meeting underserved needs

The CDBG housing assistance and elderly programs specifically target underserved populations. The targeting techniques include providing higher levels of assistance for lower income applicants and limiting assistance to low-income areas. Recommended funding levels will allow the City of Midland to assist approximately six hundred (600) households with CDBG public services, housing, and essential services programming. The City shall encourage and assist, as appropriate, other private and/or public entities to seek funds for programs designed for the underserved. Two public facility improvements activities will benefit approximately five hundred (500) households and will meet the low to moderate income clientele national objective.

Actions planned to foster and maintain affordable housing

CDBG funds will assist homeowners in making emergency repairs or other necessary repairs to bring homes into code compliance, ensure safe and sanitary living conditions and improve energy efficiency. The City shall also strive to reduce or waive certain development and building fees for affordable housing projects and use local funds to pay for public improvements and the disposal of site clearance debris on affordable housing sites. Services such as plating, and surveying aspects can also be considered for non-profit developers. The City uses its Street Fund that is generated from each building permit for street improvements primarily within the city's low-income areas. Continuation of CDBG funding for the housing programs contributes toward this objective. These actions also have the effect of fostering and maintaining affordable housing.

Actions planned to reduce lead-based paint hazards

The city will implement its CDBG-aided activities consistent with the lead-based paint hazard reduction objective. Specifically, prospective households shall be made aware of the potential hazard and appropriate evaluation and reduction steps will be pursued in rehabilitation programs. Referrals to services for testing of children by local health and child welfare agencies will be made as needed. Information for providers and contractors will be passed through. The city of Midland ensures that inspections for lead-based paint (LBP) hazards will occur, as required, for all funded housing activities. Proper notifications will be provided regarding lead-based paint hazards. All housing units constructed prior to 1978 will be tested for LBP by a certified LBP inspector or Risk Assessor. If LBP is

detected, all covered renovations will follow HUDs Lead Safe Housing Rules and be performed by certified firms using certified renovators and other trained workers.

Actions planned to reduce the number of poverty-level families

The city identified priorities that will encompass services that assist in breaking the cycle of poverty. Four (4) proposals were received for public service, infrastructure, and COVID-CV-19 activities. Direct assistance programs towards the neediest households, adherence to HUD's Section 3 requirements will help eliminate poverty. CDBG supported public services also aid participating clients to benefit economical. All the proposals have been recommended for funding and will serve the following needs to reduce the number of poverty level-families:

- Meal programs (seniors)
- Life skills education and resiliency training
- Recreational
- Facility improvements
- Down Payment and Closing Cost Assistance
- Housing counselling
- Provisions of food security (Food Boxes)
- Referrals to assistance for basic needs
- Emergency homeless shelter feeding and lodging.

Actions planned to develop institutional structure

Major changes to the institutional structure described in the Consolidated Plan are not anticipated in the coming year. The city will continue to support activity by the various providers and encourage them to seek other funding sources to enhance the service delivery system in Midland. City staff and/or elected officials will continue to be involved in housing and homeless concerns that seek to improve service delivery. For example, the city will continue to participate in the Midland Affordable Housing Alliance and the Midland Homeless Coalition among others. The city will provide necessary CDBG related training to its subrecipients.

Actions planned to enhance coordination between public and private housing and social service agencies

The CDBG office will continue to bring together residents from low -moderate income areas of the city, and representatives from financial institutions, leasing agents, realtors, to assess and recommend methods to support institutions addressing affordable housing needs. The CDBG office will work with public works, utilities, engineering, codes, and planning to decrease barriers to affordable housing. These various groups and departments have coordinated effectively to avoid duplication of services and facilitate a delivery system which meets the needs of various populations. Additionally, brochures of

CDBG programs and Lead Based Paint eradication will be available at the City of Midland Health Department, CDBG Office, MLK Center and Seniors Centers to enhance public outreach.

Discussion:

None

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The Fifth Year of the Five-Year Consolidated Plan will see nine (9) external agencies and two (2) City departments conducting eleven (13) activities in grant funding.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	60,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**60,000**

Other CDBG Requirements

1. The amount of urgent need activities	204,000
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Only the 2024-2025 Program Year CDBG Entitlement Grant B-24-MC-48-0023, COVID-19 CARES Act funds and Program Income are to be received to cover the Fifth Year Action Plan.

Attachments

Citizen Participation Comments

Community Comments 2024

Tree has destroyed plumbing line and needing water heater

Ramps for disabled homes and sidewalks in neighborhoods

Crosswalk in front of Casa De Amigos

Home repairs needed

Medical needs like community clinics services

Affordable senior living spaces are needed

Need a bridge on Pine, Benton and Dengar

Senior transportation very important

Street sweeping make our community better

608 N Lincoln corner driveway has huge pothole and other areas of neighborhood

Roof repairs for homeowners

Addresses on curbs for identification for emergency services

Hilliner School needs police assistance to crossing guard, traffic not following school zone speed limits or stopping for children crossing

Tint windows at SE Senior Center

Grantee Unique Appendices



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Midland Reporter-Telegram

ORDER CONFIRMATION

Today's Date	3/7/2024
P.O. Number	
Description	CDBG 2024 Public Meeting Announcement
Campaign Id	11005538
Sales Rep	kevin.scannell@hearstnp.com

Bill To

CITY OF MIDLAND COMMUNITY DEVELOPMENT
SYLVESTER CANTU
PO BOX 1152
MIDLAND, TX 79702
Tel: 432 685-7408
Account Id: 21001546

Advertiser

CITY OF MIDLAND COMMUNITY DEVELOPMENT
SYLVESTER CANTU
PO BOX 1152
MIDLAND, TX 79702
Tel: 432 685-7408
Account Id: 21001546

Additional Details

Order Contact Name	Isaac Garnett
Comments	

Cost Summary

Gross Amount	$ 197.50
Agency Commission	$ 0.00
Net Amount	$ 197.50
Sales Tax	$ 0.00
Order Total:	**$ 197.50**

Prepayment Details

Pre-Payment Amount	Pre-Payment Date	Pre-Payment Card

No Pre-Payments on this order

Print

Product	Section / Position / Classified Category	Start	End	Color	Ad Size(s)
Midland Reporter Online	Section Placeholder Any Legals	3/9/2024	3/15/2024		
Midland Reporter-Telegram	Section Placeholder Any Legals	3/9/2024	3/9/2024		3x20.706

Page 1 of 2 | Order 11005538

COPY OF ADVERTISEMENT

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The City of Midland is pleased to announce the PY2024/2025 **Community Development Block Grant** (CDBG) application cycle community input meetings. The City of Midland will hold a community meeting at the following times and dates.

- Martin Luther King Recreation Center- 2300 Buttermut Lane on March 13, 2024, at 6:00pm.
- Casa De Amigos Senior Center- 1101 Garden Lane on March 13, 2024, at 10:00am
- Midland Southeast Senior Center- on March 14, 2024, at 9:00am

Please contact the CDBG office for assistance and significant dates for upcoming related activities. Prospective applicants must call our office to obtain an application soon. CDBG funds are to be used primarily on programs and projects that benefit low and moderate-income people. The city will receive approximately $1,067,091.00 for the 2024/2025 CDBG program year. The allocation for 2024/2025 has not yet been officially determined. Many types of public service programs are eligible for CDBG funding. However, the city may only allocate 15% of the total grant to public services. Other eligible activities include infrastructure improvements, public facilities, housing programs, economic development, and program administration.

If you have any question please call Wanda Valles, CDBG Program Coordinator at 432-685-7472 or Isaac G Garnett, Division Manager at 432-685-7408.

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Midland Reporter-Telegram

ORDER CONFIRMATION

Today's Date:	3/27/2024
P.O. Number:	
Description:	PY2024 CDBG Application Cycle Announcement
Campaign Id:	11006383
Sales Rep:	kevin.scannell@hearstnp.com

Bill To

CITY OF MIDLAND COMMUNITY DEVELOPMENT
SYLVESTER CANTU
PO BOX 1152
MIDLAND, TX 79702
Tel: 432 685-7408
Account Id: 21001546

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PO BOX 1152
MIDLAND, TX 79702
Tel: 432 685-7408
Account Id: 21001546

Additional Details

Order Contact Name:	Isaac Garnett
Comments	

Cost Summary

Gross Amount:	$ 179.25
Agency Commission:	$ 0.00
Net Amount:	$ 179.25
Sales Tax:	$ 0.00
Order Total:	**$ 179.25**

Prepayment Details

Pre-Payment Amount	Pre-Payment Date	Pre-Payment Card

No Pre-Payments on this order

Print

Product	Section / Position / Classified Category	Start	End	Color	Ad Size(s)
Midland Reporter Online	Section Placeholder Any Legals	3/30/2024	4/5/2024		
Midland Reporter-Telegram	Section Placeholder Any Legals	3/30/2024	3/30/2024		3x16.044

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The City of Midland is pleased to announce the 2024/2025 **Community Development Block Grant** (CDBG) program application cycle. Please contact the CDBG office for a schedule and significant dates regarding the application process. Prospective applicants must call or email our office to obtain an application. Only applications from agencies that have been cleared as eligible applicants by this office will be accepted on or about **April 05, 2024**, through **April 26, 2024**, COB. If you need assistance preparing the application, call us to arrange training. The last day for training will be on April 26, 2024.

CDBG funds are to be used primarily on programs and projects that benefit low and moderate-income persons. The city will receive approximately **$1,067,091** for the 2024/2025 CDBG program. Many types of public service programs are eligible for CDBG funding. However, the city may only allocate 15% of the total grant to public services. Other eligible activities include infrastructure improvements, public facilities, housing programs, economic development, and program administration.

If you have any question please call Wanda Valles, CDBG Program Coordinator at 685-7472 or Isaac G Garnett, Department Manger at 685-7408.

Page 2 of 2 | Order: 11006383

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Midland Reporter-Telegram

ORDER CONFIRMATION

Today's Date	5/20/2024
P.O. Number	
Description	CDP Public Hearing Notice May 28 2024
Campaign Id	11010463
Sales Rep	kevin.scannell@hearstnp.com

Bill To

CITY OF MIDLAND COMMUNITY DEVELOPMENT
SYLVESTER CANTU
PO BOX 1152
MIDLAND, TX 79702
Tel: 432 685-7408
Account Id: 21001546

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CITY OF MIDLAND COMMUNITY DEVELOPMENT
SYLVESTER CANTU
PO BOX 1152
MIDLAND, TX 79702
Tel: 432 685-7408
Account Id: 21001546

Additional Details

Order Contact Name	Isaac Garnett
Comments	

Cost Summary

Gross Amount	$ 244.88
Agency Commission	$ 0.00
Net Amount	$ 244.88
Sales Tax	$ 0.00
Order Total:	**$ 244.88**

Prepayment Details

Pre-Payment Amount	Pre-Payment Date	Pre-Payment Card

No Pre-Payments on this order

Print

Product	Section / Position / Classified Category	Start	End	Color	Ad Size(s)
Midland Reporter Online	Section Placeholder Any Legals	5/22/2024	5/28/2024		
Midland Reporter-Telegram	Section Placeholder Any Legals	5/22/2024	5/22/2024		3x26 544

COPY OF ADVERTISEMENT

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COMMUNITY DEVELOPMENT PROGRAM
PUBLIC HEARING. I

The City Council of **Midland**, Texas will hold the first of two **public hearing** in the City Council Chambers, **City Hall**, 300 N Lorraine, Midland, Texas, on **May 28, 2024**, at 10:00 a.m. The purpose of the public hearing is to allow the public to participate in the development of the City's 2024/2025 Community Development Program Annual Action Plan and the Five-Year Consolidated Plan.

The city will receive a grant of approximately $973,411 for 2023/2024 from the U.S. Department of Housing and Urban Development. The city also expects to utilize $60,000 in program income and prior CDBG balance funding ($400,000) totaling $1,433,411. A minimum of 70% of CDBG funds must be allocated to projects that benefit low- and-moderate income persons. Examples of activities **eligible** for CDBG funding are housing rehabilitation, sidewalk and street improvement, park improvements, code enforcement, lot clearance, economic development, and public services.

For further information, call the City's Community Development Office at 685-7408 or 685-7472.

Any disabled person needing special accommodations or hearing-impaired person wishing to have an interpreter should request services through the City Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting the Compliance Coordinator for the City of Midland at (432) 685-7250.

FAIR HOUSING is the Law. The HUD national Housing Discrimination Claim Hotline number is 1-800-669-9777 (TDD, 1-800-927-9275).

Page 2 of 2 | Order 11010463

HEARST | COMMUNITY MEDIA GROUP

Midland Reporter-Telegram

ORDER CONFIRMATION

Today's Date	5/28/2024
P.O. Number	
Description	Community Development Program Public Hearing – June 11, 2024
Campaign Id	11011032
Sales Rep	kevin.scannell@hearstnp.com

Bill To

CITY OF MIDLAND COMMUNITY DEVELOPMENT
SYLVESTER CANTU
PO BOX 1152
MIDLAND, TX 79702
Tel: 432 685-7408
Account Id: 21001546

Advertiser

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SYLVESTER CANTU
PO BOX 1152
MIDLAND, TX 79702
Tel: 432 685-7408
Account Id: 21001546

Additional Details

Order Contact Name:	Isaac Garnett
Comments:	

Cost Summary

Gross Amount:	$ 244.88
Agency Commission:	$ 0.00
Net Amount:	$ 244.88
Sales Tax:	$ 0.00
Order Total:	**$ 244.88**

Prepayment Details

Pre-Payment Amount	Pre-Payment Date	Pre-Payment Card

No Pre-Payments on this order

Print

Product	Section / Position / Classified Category	Start	End	Color	Ad Size(s)
Midland Reporter Online	Section Placeholder Any Legals	6/1/2024	6/7/2024		
Midland Reporter-Telegram	Section Placeholder Any Legals	6/1/2024	6/1/2024		3x26.544

COPY OF ADVERTISEMENT

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COMMUNITY DEVELOPMENT PROGRAM
PUBLIC HEARING, II

The City Council of Midland, Texas will hold the second of two **public hearings** in the City Council Chambers, **City Hall**, 300 N. Loraine, Midland, Texas, on **June 11, 2024**, at 10:00 am. The purpose of the public hearing is to allow the public to participate in the development of the City's 2024/2025 Community Development Program Annual Action Plan and the Five-Year Consolidated Plan.

The city will receive a grant of approximately $973,411 for 2024/2025 from the U.S. Department of Housing and Urban Development. The city also expects to utilize $60,000 in program income and prior CDBG fund balance of ($400,000) totaling $1,433,411. A minimum of 70% of CDBG funds must be allocated to projects that benefit low-and-moderate income persons. Examples of activities eligible for CDBG funding are housing rehabilitation, sidewalk and street improvement, park improvements, code enforcement, lot clearance, economic development, and public services.

For further information, call the City's Community Development Office at 432-685-7408 or 432-685-7472.

Any disabled person needing special accommodations or hearing-impaired person wishing to have an interpreter should request services through the City Secretaries Department at least 48 hours prior to the scheduled meeting by contacting the Deputy City Secretary for the City of Midland at (432) 685-7910.

FAIR HOUSING is the Law. The HUD national Housing Discrimination Claim Hotline number is 1-800-669-9777 (TDD, 1-800-927-9275).

Page 2 of 2 | Order 11011032

Campaign: 11040714

Hearst Community Media Group

Midland Reporter-Telegram

15 Smith Road, Suite 1000, Midland, TX 79705

[redacted]

On Behalf of:
CITY OF MIDLAND COMMUNITY DEVELOPMENT
ISAAC GARNETT
PO BOX 1152
MIDLAND, TX 79702

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, a Newspaper Representative for the Hearst Newspapers II, LLC - dba: Midland Reporter-Telegram, a newspaper published in Midland County, Texas and generally circulated in the Counties of: Midland, Ector, Howard, Crane, Glasscock, Martin, Upton, and Andrews Counties and that the publication, of which the annexed hereto, or attached to, is a true and correct copy, was published in

Legal Notices

as published in the issue(s) of:

Customer Ib	Customer	Campaign ID	Publication	Pub Date
2100648	CITY OF MIDLAND COMMUNITY DEVELOPMENT	11040714	Midland Reporter-Telegram	4/13/2025

Newspaper Representative (signature)

Kevin Scannell
Newspaper Representative (print)

Sworn and subscribed to before me, this 14th day of April A.D., 2025

Sheri Ricenz
Notary Public in and for the State of Texas

SHERI RICENZ
Notary ID #134717251
My Commission Expires
January 16, 2028

HEARST | COMMUNITY MEDIA GROUP

Midland Reporter-Telegram

ORDER CONFIRMATION

Today's Date:	4/14/2025
P.O. Number:	
Description:	2024 Fifth Year Action Plan Amendment
Campaign Id:	11040714
Sales Rep:	kevin.scannell@hearstmp.com

Bill To

CITY OF MIDLAND COMMUNITY DEVELOPMENT
ISAAC GARNETT
PO BOX 1152
MIDLAND, TX 79702
Tel: 432 685-7408
Account Id: 21001546

Advertiser

CITY OF MIDLAND COMMUNITY DEVELOPMENT
ISAAC GARNETT
PO BOX 1152
MIDLAND, TX 79702
Tel: 432 685-7408
Account Id: 21001546

Additional Details

Order Contact Name:	Isaac Garnett
Comments:	

Cost Summary

Gross Amount:	$ 410.39
Agency Commission:	$ 0.00
Net Amount:	$ 410.39
Sales Tax:	$ 0.00
Order Total:	**$ 410.39**

Prepayment Details

Pre-Payment Amount	Pre-Payment Date	Pre-Payment Cmd

No Pre-Payments on this order

Print

Product	Section / Position / Classified Category	Start	End	Color	Ad Size(s)
Midland Reporter Online	Section Placeholder Any Legals	4/12/2025	4/18/2025		
Midland Reporter-Telegram	Section Placeholder Any Legals	4/12/2025	4/12/2025		3x52.206

Campaign: 11040714

COPY OF AD VERTISEMENT

Notice

City of Midland Fifth Year Action Plan for 2024/2025
Community Development and Housing Funds

The City of Midland has prepared the 2024/2025 (October 1, 2024, to September 30, 2025) Action Plan Amendment to the Consolidated Plan. The Consolidated Plan establishes Midland's long-range strategy for investment of its U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) resources and other service needs linked to activities directed at community development, housing, and homeless service needs. The Consolidated Plan covers a five-year period beginning October 1, 2020, and ending September 30, 2025.

The Action Plan may be examined on the City of Midland Website (www.midlandtexas.gov); Community Development web page. Viewing of the document may also be accessed at the following locations:

Midland County Centennial Library
2003 W. Loop 250 N

Midland County Public Library
301 W. Missouri

SE Community Center
1303 E. Indiana

Martin Luther King Jr. Community Center
2300 Butternut Lane

Casa de Amigos of Midland
1101 Garden Ln.

The primary funding source is the City's 2024/2025 CDBG entitlement allocation, and program income totaling $1,500,807 and CDBG CV-3B entitlement allocations of $17,395 totaling $1,518,203.

CDBG Fund Programs)

The CDBG Action Plan Amendment provides information on the locations of the proposed activities. The City anticipates that 80% of funds will benefit low and moderate-income persons. The Plan includes a narrative addressing a variety of issues and required certifications. The agency responsible for development of the Plan is the Community Development Division of the City's Development Services Department.

Please direct any written comments to the City's Community Development Division, PO Box 1152, Midland, Texas, 79702, by April 27, 2025. The Midland City Council will consider approval of the plan during the regular Council meeting on May 13, 2025. The Plan will be forwarded to HUD by May 16, 2025.

For more information, call the CDBG Office at 685-7408 or 685-7472.

OMB Control No: 2506-0117 (exp. 09/30/2021)



April 12 2025

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OTHER	GARAGE SALE!

Miscellaneous

Type	Details
OTHER	

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Make	Model Details

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Campaign: 11042218

Hearst Community Media Group

Midland Reporter-Telegram

15 Smith Road, Suite 1004, Midland, TX 79705

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS

On Behalf of:
CITY OF MIDLAND COMMUNITY DEVELOPMENT
ISAAC GARNETT
PO BOX 1152
MIDLAND, TX 79702

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, a Newspaper Representative for the Hearst Newspapers II, LLC – dba: Midland Reporter-Telegram, a newspaper published in Midland County, Texas and generally circulated in the Counties of: Midland, Ector, Howard, Crane, Glasscock, Martin, Upton, and Andrews Counties and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published for:

Legal Notices

as published in the issue(s) of:

Customer ID	Customer	Campaign ID	Publication	Pub Date
21001548	CITY OF MIDLAND COMMUNITY DEVELOPMENT	11042218	Midland Reporter-Telegram	4/23/2025

Newspaper Representative (signature)

Kevin Scannell
Newspaper Representative (print)

Sworn and subscribed to before me, this 23rd day of April A.D. 2025

Notary Public in and for the State of Texas

SHERI RYCERZ
Notary ID #134717261
My Commission Expires
January 16, 2028

HEARST | COMMUNITY MEDIA GROUP

Midland Reporter-Telegram

ORDER CONFIRMATION

Today's Date:	4/23/2025
P.O. Number:	
Description:	2024-25 Fifth Year Action Plan Amendment Notice
Campaign Id:	11042218
Sales Rep:	kevin.scannell@hearstnp.com

Bill To:

CITY OF MIDLAND COMMUNITY DEVELOPMENT
ISAAC GARNETT
PO BOX 1152
MIDLAND, TX 79702
Tel: 432 685-7408
Account Id: 21001546

Advertiser

CITY OF MIDLAND COMMUNITY DEVELOPMENT
ISAAC GARNETT
PO BOX 1152
MIDLAND, TX 79702
Tel: 432 685-7408
Account Id: 21001546

Additional Details

Order Contact Name:	Isaac Garnett
Comments:	

Cost Summary

Gross Amount:	$ 261.92
Agency Commission:	$ 0.00
Net Amount:	$ 261.92
Sales Tax:	$ 0.00
Order Total:	**$ 261.92**

Prepayment Details

Pre-Payment Amount	Pre-Payment Date	Pre-Payment Card

No Pre-Payments on this order

Print

Product	Section / Position / Classified Category	Start	End	Color	Ad Size(s).
Midland Reporter Online	Section Placeholder Any Legals	4/23/2025	4/29/2025		
Midland Reporter-Telegram	Section Placeholder Any Legals	4/23/2025	4/30/2025		3x27.705

Campaign: 11042218

COPY OF ADVERTISEMENT

CITY OF MIDLAND COMMUNITY DEVELOPMENT DIVISION
PUBLIC HEARING TO AMEND THE FIFTH YEAR ACTION PLAN TO THE FIVE YEAR CONSOLIDATED PLAN

The City Council of Midland, Texas will hold a Public Hearing and Consider a Resolution to the CDBG Fifth Year Action Plan in the City Council Chambers, City Hall, 300 N Loraine, Midland, Texas, on May 13, 2025, at 10:00 am. The purpose of the public hearing and resolution is to allow the public to participate in the City's 2024/2025 Community Development Division Fifth Year Action Plan Amendment of the Five-Year Consolidated Plan.

The city has received a grant of approximately $973,411 for 2024/2025 from the U.S. Department of Housing and Urban Development. The city also expects to utilize $60,000 in program income and prior CDBG fund balance of $467,396 totaling $1,500,807. A minimum of 70% of CDBG funds must be allocated to projects that benefit low-and-moderate income persons. Examples of activities eligible for CDBG funding are housing rehabilitation, sidewalk and street improvement, park improvements, code enforcement, lot clearance, economic development, and public services.

For further information, call the City's Community Development Office at 432-685-7408 or 432-685-7472.

Any disabled person needing special accommodations or hearing-impaired person wishing to have an interpreter should request services through the City Secretaries Department at least 48 hours prior to the scheduled meeting by contacting the Deputy City Secretary for the City of Midland at (432) 685-7910.

FAIR HOUSING is the Law. The HUD national Housing Discrimination Claim Hotline number is 1-800-669-9777 (TDD, 1-800-927-8275).

April 23 2025

COLLEGE SPORTS

Judge denies injunction for 4 players suing NCAA

By Jack Dickie

[LAUGHTIN, 2025 -- A judge denied a preliminary injunction Tuesday sought by four college football players who had sued to gain an additional season of eligibility.

Judge Wyatt Perry [illegible] he did not find the evidence was "materially affected" while ruling [illegible] hearing in North Carolina's new Court. The case in response to similar lawsuits filed by current [illegible] players Myles Reid and Tre'Vius Drew-[illegible] as well as another

[illegible] Duke player [illegible] Simpson and [illegible] player JJ [illegible]. The lawsuits involved all four players.

Their complaints sought to compel the NCAA, [illegible] following its longstanding policy of limiting athletes competition [illegible] of eligibility within a five-year window.

Attorneys for the players argued they were misled at [illegible] last year because of [illegible] provided to the Kings, which had claimed their season was derailed by injuries to [illegible] players.

The NCAA denied a motion for the four Duke players to [illegible] pending [illegible] case. Perry [illegible] granted [illegible] — [illegible] — after [illegible] in [illegible] from [illegible] other athletes in [illegible] have [illegible] their [illegible] lawsuits [illegible] in [illegible].

Reid and Drew had competed in [illegible] seasons, while Simpson and [illegible] participated in four [illegible] seasons each [illegible].

Robert Bolton, an attorney for the players, argued [illegible] the NCAA's eligibility [illegible] for [illegible] provided [illegible] and [illegible] [illegible] [illegible]

Grantee SF-424's and Certification(s)

View Burden Statement

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☐ New	
☒ Application	☒ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received: 07/23/2024

4. Applicant Identifier:

5a. Federal Entity Identifier: 73186579

5b. Federal Award Identifier: TX483564 MIDLAND

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: CITY OF MIDLAND

* b. Employer/Taxpayer Identification Number (EIN/TIN): 75-6000608

* c. UEI: 072186579000

d. Address:

* Street1: 300 N. LORAINE
Street2:
* City: MIDLAND
County/Parish:
* State: TX: Texas
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 79702

e. Organizational Unit:

Department Name: DEVELOPMENT SERVICES

Division Name: COMMUNITY DEVELOPMENT

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
* First Name: ISAAC
Middle Name: G.
* Last Name: GARNETT
Suffix:

Title: COMMUNITY DEVELOPMENT MANAGER

Organizational Affiliation:
CITY OF MIDLAND

* Telephone Number: 432-685-7408
Fax Number:

* Email: igarnett@midlandtexas.gov

OMB Control No: 2506-0117 (exp. 09/30/2021)

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

COMMUNITY DEVELOPMENT BLOCK GRANT

*** 12. Funding Opportunity Number:**

B-23-MC-48-0023

* Title:

COMMUNITY DEVELOPMENT BLOCK GRANT

13. Competition Identification Number:

B-24-MC-48-0023

Title:

COMMUNITY DEVELOPMENT BLOCK GRANT

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

The CDBG funding will be used to support community revitalization activities and projects within low-moderate income census tracts.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

OMB Control No: 2506-0117 (exp. 09/30/2021)

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 11 * b. Program/Project: 11

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2024 * b. End Date: 09/30/2024

18. Estimated Funding ($):

* a. Federal	973,411.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	417,396.00
* f. Program Income	60,000.00
* g. TOTAL	1,450,807.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. "By signing this application, I certify (1) to the statements contained in the list of certifications"" and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances"" and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ "" I AGREE

"" The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Mrs.	* First Name:	Loni
Middle Name:			
* Last Name:	Blong		
Suffix:			

* Title: MAYOR

* Telephone Number: 432-685-7200 Fax Number:

* Email: lblong@midlandtexas.gov

* Signature of Authorized Representative: Loni Blong * Date Signed: 7/23/2024

OMB Control No: 2506-0117 (exp. 09/30/2021)

OMB Number: 4040-0007
Expiration Date: 02/28/2025

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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Standard Form 424B (Rev. 7-97)
Prescribed by OMB Circular A-102

OMB Control No: 2506-0117 (exp. 09/30/2021)

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Lori Blong	Mayor
APPLICANT NAME	DATE SUBMITTED
Lori Blong	07/23/2024

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View Burden Statement

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

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OMB Control No: 2506-0117 (exp. 09/30/2021)

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Lori Blong	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Midland	7/23/24

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OMB Control No: 2506-0117 (exp. 09/30/2021)

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. 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 this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Lori Blong 7/5/24

Lori Blong, Mayor — Date

OMB Control No: 2506-0117 (exp. 09/30/2021)

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation – It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan – It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds – It has complied with the following criteria:

1.Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2.Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s)_____, _____(a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3.Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force – It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

Lori Blong 7/5/24

Lori Blong Date

Mayor

Title

OPTIONAL CERTIFICATION
CDBG

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Lori Blong 7/5/24

Lori Blong — Date

Mayor

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

OMB Control No: 2506-0117 (exp. 09/30/2021)

City Council Meeting

Item Number: 29

Meeting Date: May 13, 2025

To: City Council / City Manager

From: Beatriz Quezada, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 28, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST NEW YORK AVENUE AND SOUTH STONEWALL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Louis Clay, is requesting a Zone Change from C, Commercial District, to SF-3, Single-Family Dwelling District for the development of a single-family residential dwelling unit on a property located at 600 South Stonewall Street.

Recommended City Council Action:

Approve.

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

C, Commercial District

Surrounding Zoning and Land Use:

The property is situated in an area with a mix of zoning designations and land uses. To the north and east, the surrounding properties are zoned as C, Commercial District. Directly south of the subject property, there is a single lot designated as SF-3, Single-Family Dwelling District. West of the subject property is zoned MF-22, Multiple-Family Dwelling District. The surrounding uses to the north, west, and south are predominantly residential. A church, Greater New Hope Baptist Church, is located to the east of the subject property.

Analysis:

The subject property is located at 600 South Stonewall Street. It is currently zoned C, Commercial District. This district does not permit a single-family detached dwelling. The property is currently vacant. The applicant has requested a zone change to SF-3, Single-Family Dwelling District, which would enable the construction of a residential home. The property will meet the minimum lot dimension requirements of the SF-3, Single-Family Dwelling District, zoning [Midland City Code 4.03]. Surrounding properties have progressively transitioned to SF-3 zoning, aligning with the evolving character of the neighborhood and its residential development.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designated this area as Urban Residential-Medium (UR-M). Potential zoning for this designation calls for Single-Family Dwelling Districts, making this request compatible.

Therefore, this request is compatible with both the surrounding area and with the Tall City Tomorrow Comprehensive Plan.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

Staff recommends approval of this Zone Change from C, Commercial District to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of May 2, 2025, staff has not received letters of objection for this request.

Attachments:

Application
Site Plan
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 28, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST NEW YORK AVENUE AND SOUTH STONEWALL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 1, Block 28, Greenwood Addition, Third, Fourth and Fifth Sections, City and County of Midland, Texas (the "Property"), to SF-3, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from C, Commercial 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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-25-0416

Applicant *(if acting as Agent, see affidavit on page 2)*		Phone (432) 631-2909	
Printed Name: Louis Clay		Email Tallcityboss@yahoo.com	
Address 1215 Lynn	City Midland	State TX	Zip 79705

Property Owner		Phone ( )	
Printed Name: Louis Clay		Email	
Address 1215 Lynn	City Midland, TX	State	Zip 79705

Representative *(if different from Applicant or Property Owner)*		Phone ( )	
Firm: _____		Email	
Printed Name:			
Address	City	State	Zip

Street Address: 600 S. Stonewall

Legal Description
Lot: 01 Block: 028 Subdivision: Greenwood

Current Zoning: C	**Proposed Zone:** SF3 *(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: None

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: 2-28-2025
Applicant (printed): Louis Clay	
Property Owner (signature): Louis Clay	Date: 2-28-2025
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.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

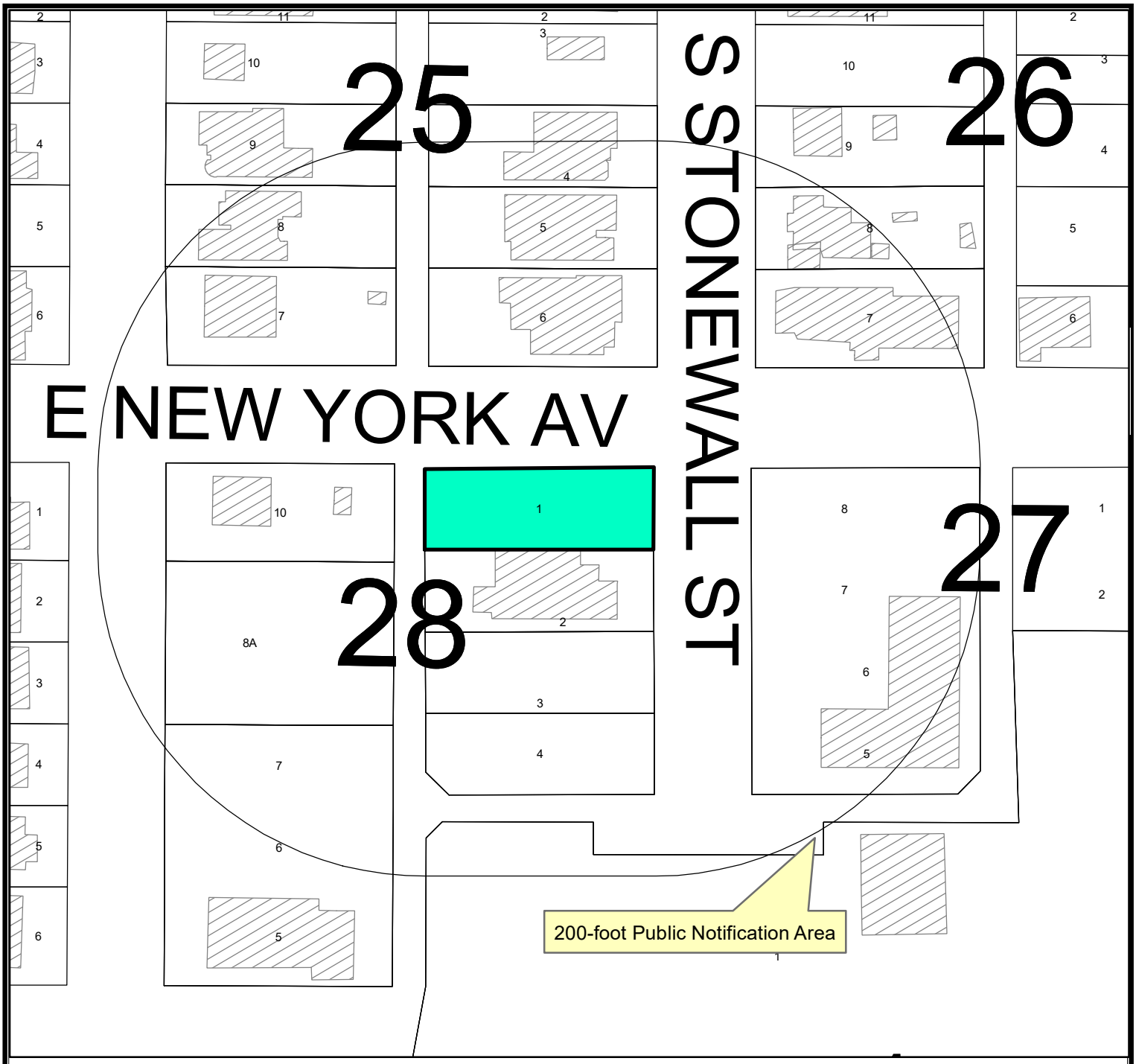
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # invoiced	RECEIVED
Received By: Beatty	Date: FEB 28 2025
	Initial:

Application will not be considered for scheduling until reviewed by a planner.

Custom Living Spaces
Residential Design
Kevin Rabenaldt
Midland & San Antonio, Texas
kevin.rabenaldt@yahoo.com
Cell 432.888.6572
600 S Stonewall Street
Lot 01 Blk 28
Greenwood Addition
City of Midland,
Midland County, Texas
E
Clay Homes LLC
, Texas
1" = 10'
SCALE: 1" = 10'
SITE PLAN
Plan Version: Final
Date: 10-8-24
Print Date: 10/8/2024
Folder:
513 S Calhoun Midland, City 7-24
600 S Stonewall Street
5' Sidewalk
Existing ADA
ADA Ramp
ADA Ramp
Property Line
60.000'
25'-0"
Setback
East New York Ave
5' Sidewalk
Property Line
HOUSE OUTLINE TO THE OUTSIDE
OF FINISH MATERIAL (BRICK)
Setback
10'-0"
35'-0"
10'-0"
5'-0"
140.000'
77'-8½"
Setback
105'-0"
140.000'
ADA Ramp
5'-0"
Driveway
17'-10"
10'-4"
ADA Ramp
5'-0"
10'-0"
45'-0"
5'-0"
27'-3½"
Setback
10'-0"
Property Line
60.000' W
Alley
N
S



Location Map

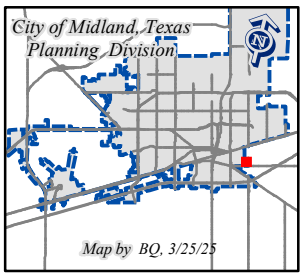
Z-25-0416 **Scale: 1" = 500'**

Consider a request by Louis Clay for a zone change from C, Commercial District to SF-3, Single-Family Dwelling District, on Lot 1, Block 28, Greenwood Addition, Third, Fourth and Fifth Sections, City and County of Midland, Texas.

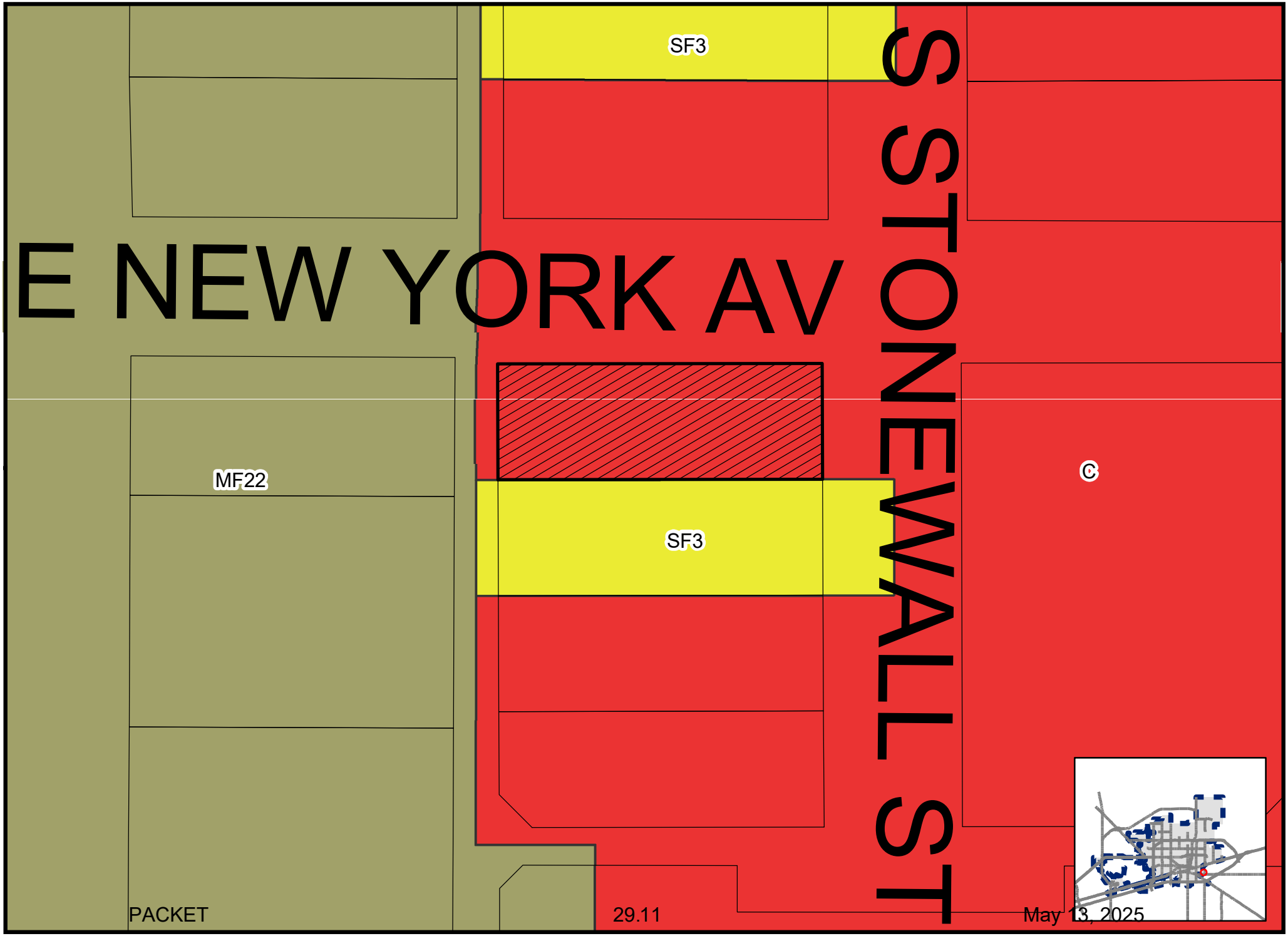
Generally located at the intersection of East New York Avenue and South Stonewall Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND 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.



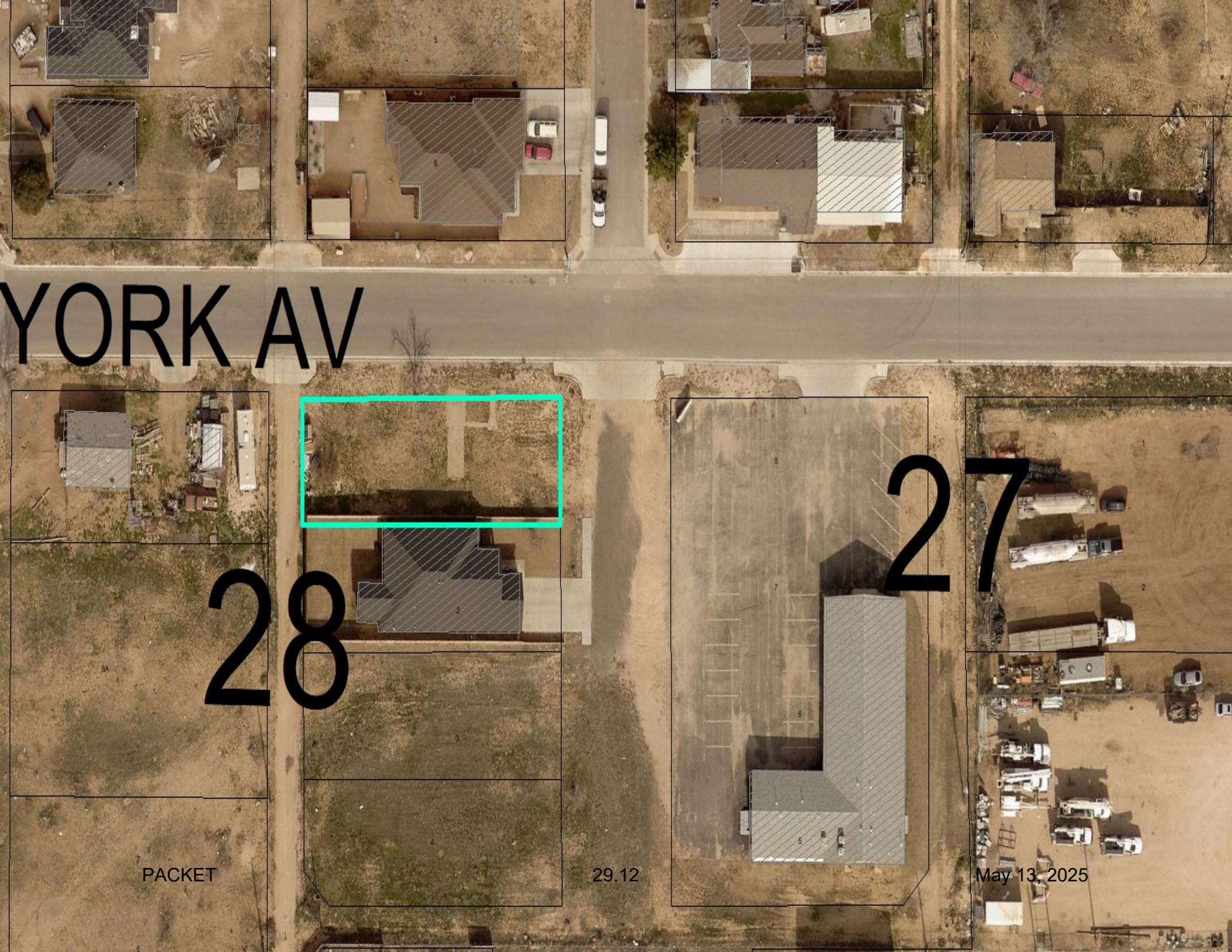
Map by BQ 3/11/25

Z-25-0416

Scale: 1" = 500'

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.

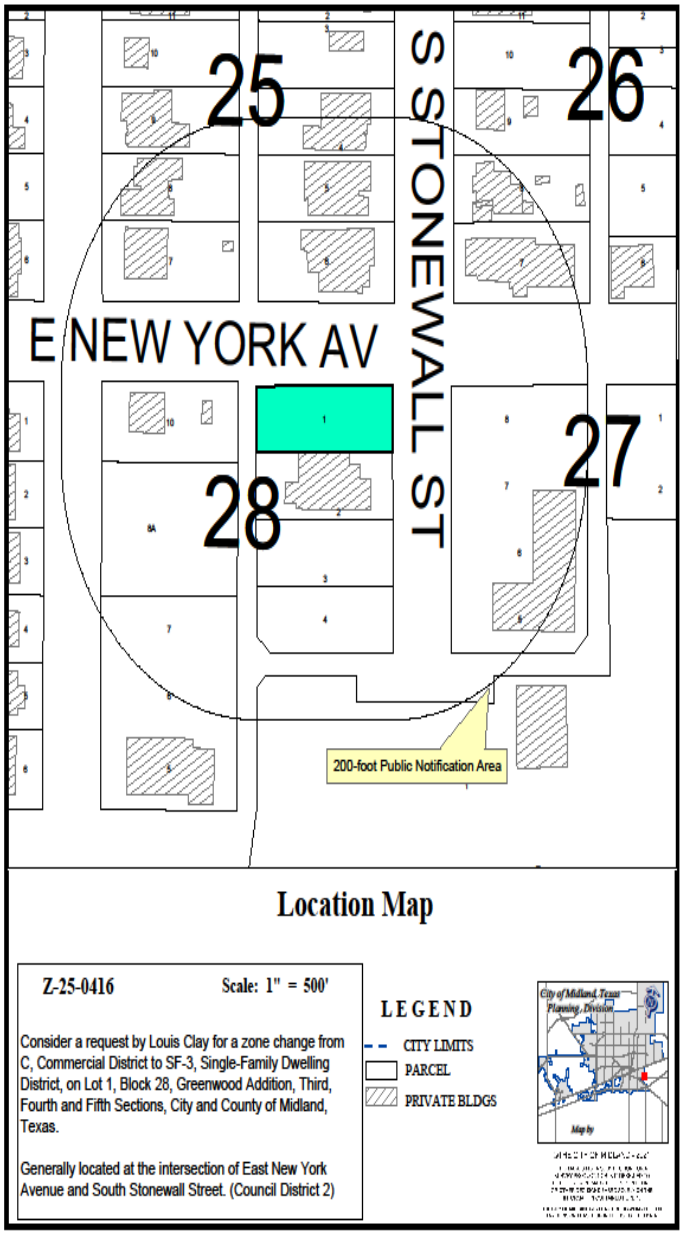

YORK AV
28
27




MIDLAND
Be the Energy!
ZONE CHANGE REQUEST
600 S STONEWALL
Visit Our Website
MIDLANDTEXAS.GOV

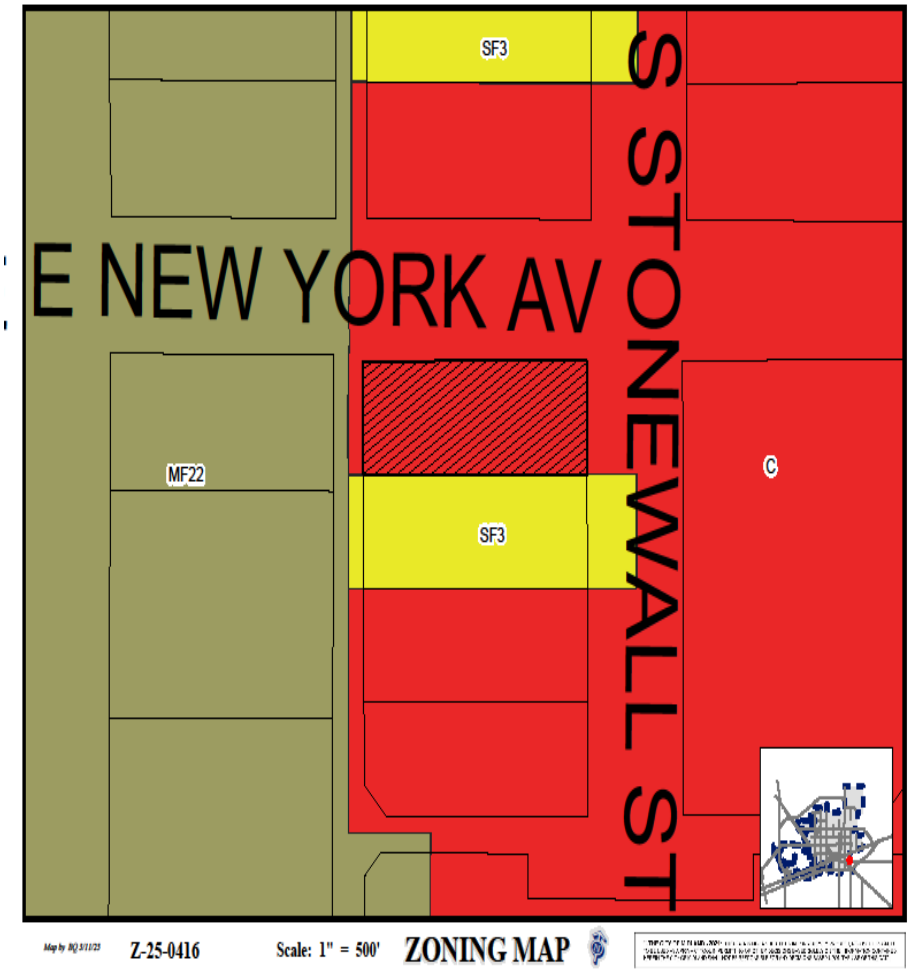
APPLICATION SUMMARY

- **Property Owner**: Louis Clay
- **Zone Change:** C, Commercial TO SF-3, Single-Family Dwelling District for a home
- **Address:** 600 South Stonewall (District 2)
- **Reason for Request:** To be able to build a single-family dwelling.



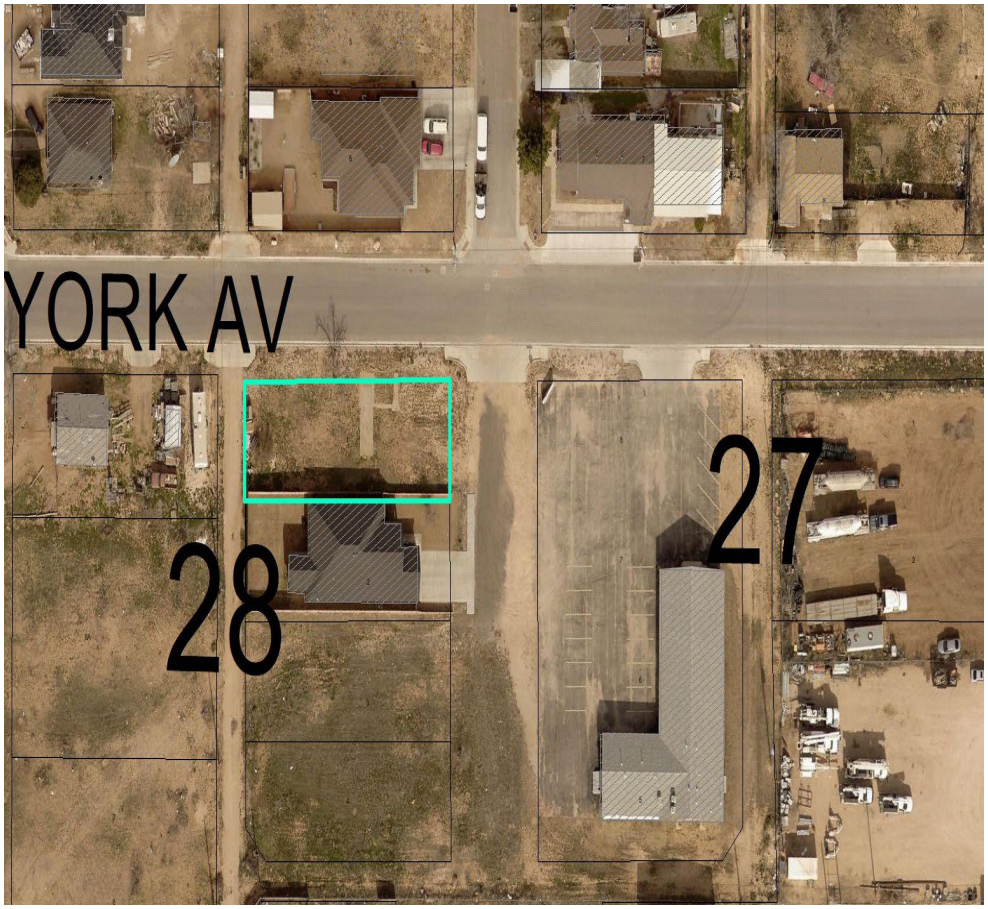
ZONING

- **Current Zoning:** C, Commercial District
- **Surrounding Zoning:**
  - **North/East:** C, Commercial District
  - **South:** SF-3, Single-Family Dwelling District
  - **West:** MF-22, Multiple-Family Dwelling District
- **Proposed Zoning:** SF-3, Single-Family Dwelling District



LAND USE

- **Current Use of the Property:** Vacant Lot
- **Proposed Use of the Property:** Residential
- **Surrounding Uses:**
  - **North/South/West**: Residential
  - **East:** Church

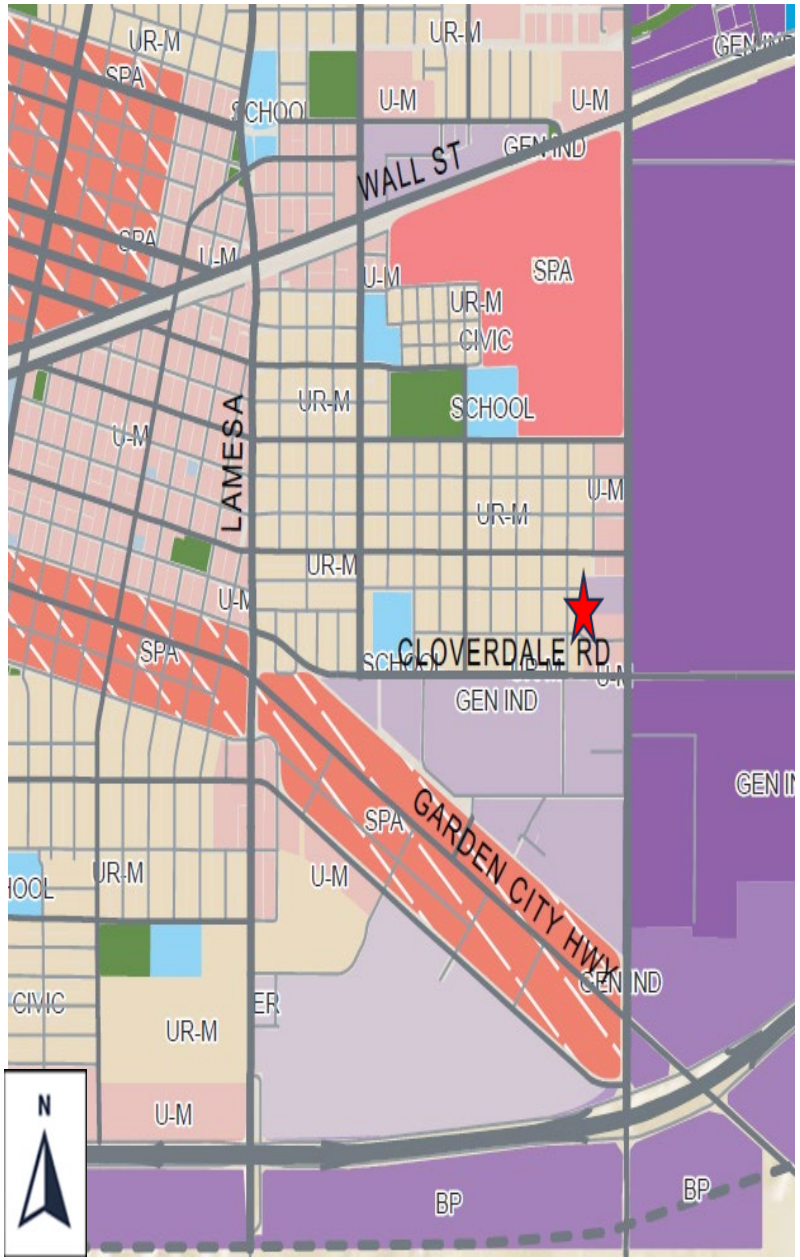


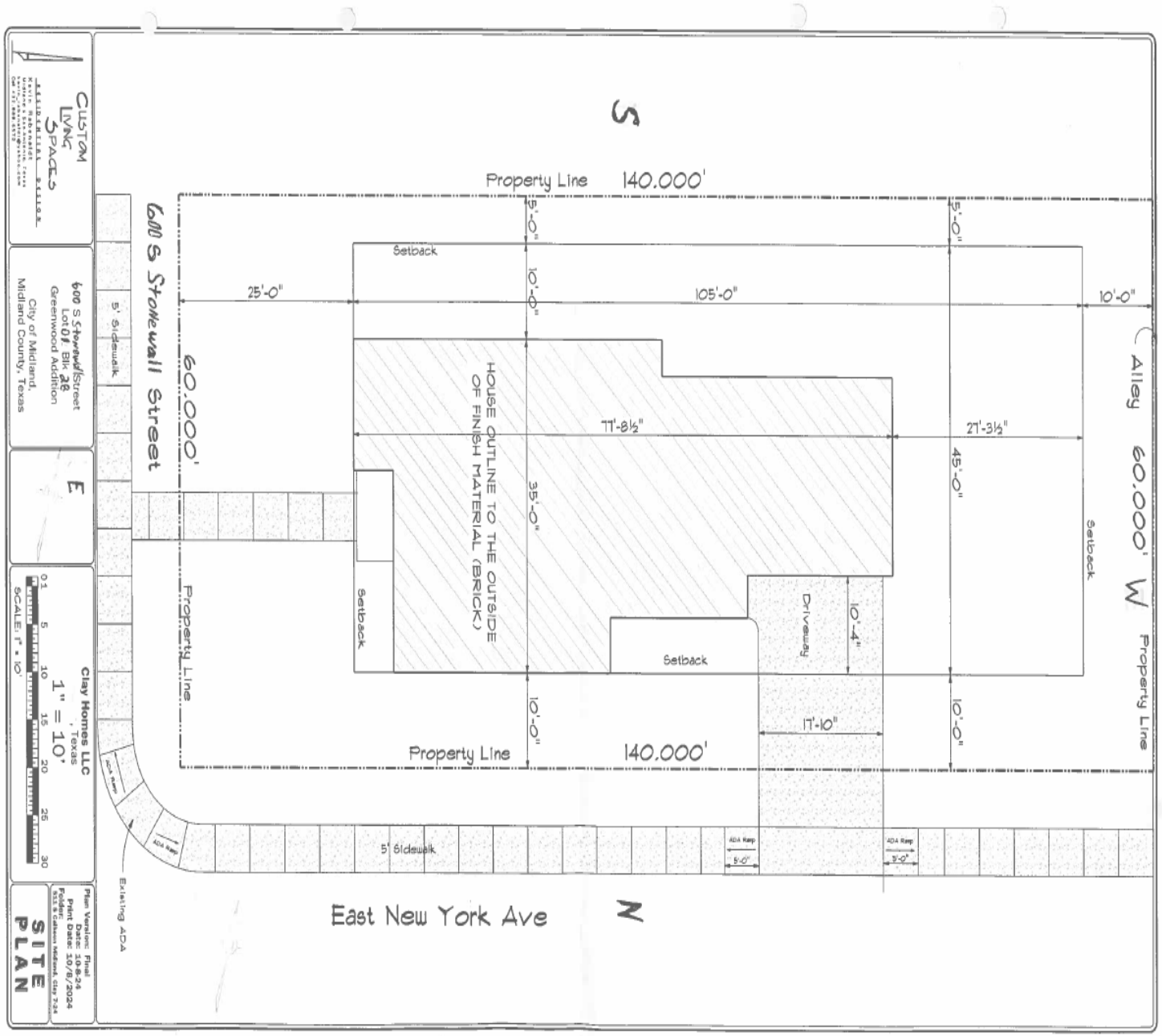


On East New York, Looking East.

COMPREHENSIVE PLAN

- **TCT Land Use Designation:** Urban Medium, UR-M
- **Supported Uses:**
  - A mix of housing types, including single-family detached, single-family attached and townhouses.
- Request is **compatible** with the surrounding area and the Tall City Tomorrow Plan.




S
Property Line 140.000'
5'-0"
5'-0"
Setback
10'-0"
25'-0"
105'-0"
10'-0"
600 S Stonewall Street
Lot 01 Blk 28
Greenwood Addition
City of Midland,
Midland County, Texas
60.000'
HOUSE OUTLINE TO THE OUTSIDE OF FINISH MATERIAL (BRICK)
77'-8½"
27'-3½"
45'-0"
35'-0"
Alley 60.000' W Property Line
Setback
Driveway
10'-4"
Setback
Setback
Property Line
10'-0"
17'-10"
10'-0"
Property Line 140.000'
5' Sidewalk
ADA Ramp
5'-0"
ADA Ramp
3'-0"
Existing ADA
East New York Ave
N
CUSTOM LIVING SPACES
E
SCALE: 1" = 10'
1" = 10'
Clay Homes LLC
Texas
SITE PLAN

Site Plan

STAFF'S RECOMMENDATION

- No objections received.
- Planning and Zoning Commission approved request on April 7, 2025
- Staff recommends **APPROVAL** of this zone change from **C, Commercial District** to **SF-3, Single-Family Dwelling District**.



MISSION

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



City Council Meeting

Item Number: 30

Meeting Date: May 13, 2025

To: City Council / City Manager

From: Beatriz Quezada, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 16.50-ACRE TRACT OF LAND OUT OF SECTION 32, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO SF-1, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF TODD DRIVE, APPROXIMATELY 1,070 FEET NORTH OF EAST COUNTY ROAD 77); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Maverick Engineering, on behalf of, Jacked LP, is requesting a Zone Change from AE, Agriculture Estate District to SF-1, Single-Family Dwelling District to be able to plat a total of nine lots for residential development at 2200 Todd Drive.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

AE, Agriculture Estate District.

Surrounding Zoning and Land Use:

The surrounding land uses to the north and west of the property are currently undeveloped vacant lots. To the west side of the property, Endeavor Energy Resources operates several oil wells. South of the subject property are residential lots. All surrounding zoning for the subject property is AE, Agriculture Estate District.

Analysis:

The subject property is zoned AE, Agriculture Estate District. Jacked LP is seeking this zone change to plat nine residential lots with an acreage of less than two acres, which is the minimum lot area requirement for the current zoning [Midland City Code 5.04]. The property owner has started the platting process to subdivide the 16.60-acre tract of land into nine lots. Changing this zoning would help the future residential development of this area. This request would also be compatible with the surrounding area as the proposed lots do meet the 9,000 square feet minimum lot area requirement for the SF-1, Single-Family Dwelling District, zoning [Midland City Code 5.04].

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designated this area as Urban Low (U-L). This designation calls for relatively low-density housing. A mix of complementary uses includes mostly single-family homes, with some attached, townhomes, and small multi-family projects.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning. Informational: Future plats will need to identify any Oil or Gas wells and include 500 ft. radius for a city permitted well or the 135 ft. radius for non-permitted well radius on plat. Please note if oil & gas wells are not identified or left off a plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified with comments- No structure shall be built over an abandoned well.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

Therefore, staff recommends approval of this Zone Change from AE, Agriculture Estate District, to SF-1, Single-Family Dwelling District.

Letters of Objection:

As of May 2, 2025, staff has not received letters of objection for this request.

Attachments:

Application
Survey
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 16.50-ACRE TRACT OF LAND OUT OF SECTION 32, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO SF-1, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF TODD DRIVE, APPROXIMATELY 1,070 FEET NORTH OF EAST COUNTY ROAD 77); 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 16.50-acre tract of land out of Section 32, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas (the "Property"), said Property being more specifically described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein, to SF-1, 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 AE, Agricultural Estate District to SF-1, 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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

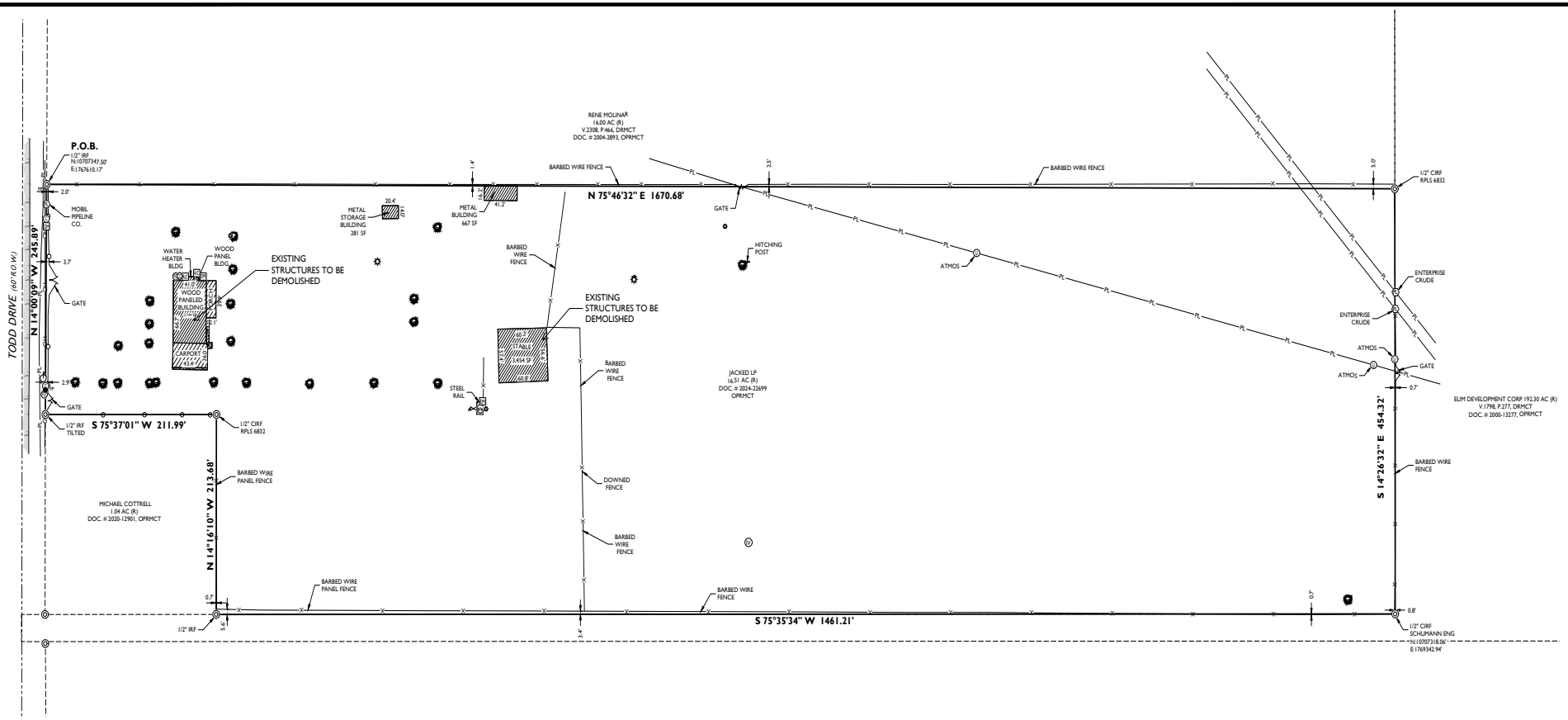
_____
Marcia Bentley-German, City Secretary

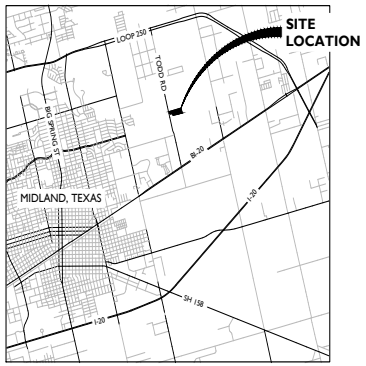
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney





VICINITY MAP

N.T.S.



LEGEND

- FOUND MONUMENT AS NOTED
- A/C PAD
- CABLE PEDISTAL
- CLEAN OUT
- ELECTRIC METER
- POWER POLE
- STUB OUT
- WATER VALVE
- WATER WELL
- MAIL BOX
- IRRIGATION VALVE
- LIGHT POLE
- TREE
- BOUNDARY LINE
- PROPERTY LINES
- EASEMENT LINE
- EDGE OF ASPHALT
- FENCE
- CHAINLINK FENCE
- OVERHEAD ELECTRIC LINE
- BURIED PIPELINE
- CONCRETE
- PAVEMENT
- BUILDING

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, WITH A CONVERGENCE ANGLE (theta) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.99989691 I AT NGS "MIDLAND".*
2. *1/2 IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514" AT ALL SET CORNERS, UNLESS OTHERWISE SPECIFIED.*
3. *SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.*
4. *LOCATION OF BURIED UTILITIES AND PIPELINES, IF ANY, IS APPROXIMATE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE, OR BY ONE-CALL 811 SITE MARKINGS AT THE TIME OF THIS SURVEY. DUE CARE IS RECOMMENDED. CALL 1-800-DIG-TESS FOR LOCATES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.*
5. *FENCES ARE ON OR WITHIN 0.5' OF THE PROPERTY LINE UNLESS OTHERWISE NOTED OR SHOWN HEREON.*

FIELD NOTE DESCRIPTION

FIELD NOTE DESCRIPTION OF A 16.50 ACRE TRACT OF LAND, SITUATED IN SECTION 32, BLOCK 38, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING THAT SAME CALLED 16.51 ACRE TRACT IN DOCUMENT NUMBER 2024-22699 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING *AT N:(Y) 10707347.50, E:(X) 17676110.17, A ONE HALF INCH IRON ROAD FOUND IN THE EAST RIGHT OF WAY LINE OF TODD DRIVE AT THE SOUTHWEST CORNER OF A CALLED 16.00 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2004-2893 IN SAID "OPR" FOR THE NORTHWEST CORNER HEREOF;*

THENCE *N 75°46'32"E, ALONG SAID CALLED 16.00 ACRE TRACT 1670.68 FEET TO A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "RPLS 6832" (6832) FOUND IN THE WEST LINE OF A CALLED 192.30 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2000-13277 IN SAID "OPR" FOR THE NORTHEAST CORNER HEREOF;*

THENCE *S 14°26'32"E, ALONG SAID CALLED 192.30 ACRE TRACT, 454.32 FEET TO A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "SCHUMANN" FOUND AT AN INTERIOR CORNER OF SAID CALLED 192.30 ACRE TRACT FOR THE SOUTHEAST CORNER HEREOF;*

THENCE *S 75°35'34"W, CONTINUING ALONG SAID CALLED 192.30 ACRE TRACT, 1461.21 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF A CALLED 1.04 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2020-12901 FOR THE WEST SOUTHWEST CORNER HEREOF;*

THENCE *THE FOLLOWING TWO COURSES AND DISTANCES AROUND SAID CALLED 1.04 ACRE TRACT:*

1.N 14°16'10"W, 213.68 FEET TO A "6832" FOUND FOR AN INTERIOR CORNER HEREOF;
2.S 75°37'01"W, 211.99 FEET TO A ONE HALF INCH IRON ROD FOUND IN SAID EAST RIGHT OF WAY FOR THE NORTH SOUTHWEST CORNER HEREOF;

THENCE *N 14°00'09"W, ALONG SAID EAST RIGHT OF WAY, 245.89 FEET TO THE* ***POINT OF BEGINNING****, CONTAINING 16.50 ACRES OF LAND.*

Drawing - F:\2024\240168-DAVID KUHNERT-TODD ROAD FAMILY DEVELOPMENT\DRAWINGS\BOUNDARY SURVEY\240168 BOUNDARY SURVEY.DWG Last Saved By: AKaderali on 10/30/24

SURVEYOR: GWS	SCALE: 1" = 60'	APPROVAL DATE:
DRAWN BY: AK	JOB NO.: 240168	REV 1:
APPROVED:	FIELD WORK DATE: 10.15.24	REV 2:

PACKET

TO DAVID KUHNERT: THIS SURVEY WAS PERFORMED ON THE GROUND AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND COMPLIES WITH THE TBPELS STANDARDS FOR A BOUNDARY SURVEY.

GREGORY W. SHOULTS, RPLS #5356
FIRM NO. TX #10194514
OCTOBER 30, 2024

STATE OF TEXAS · REGISTERED · GREGORY W. SHOULTS · 5356 · PROFESSIONAL LAND SURVEYOR

30.7

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514
1909 West Wall Street, Suite "K" - Midland, Texas 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

EXHIBIT A
ZONING EXHIBIT
May 13, 2025
OF A 16.51 ACRE TRACT OUT OF
SECTION 32, BLOCK 38, TOWNSHIP 1 SOUTH, T&P RWY CO. SURVEY
CITY AND COUNTY OF MIDLAND , TEXAS

Docusign Envelope ID: 0AAB50D6-E549-46D7-9F52-4CEB9F0FEF1E

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: 2-25-0414

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: SEE REPRESENTATIVE		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: JACKED, LP		Phone (432)262-0999 Email dkuhnert@crownquest.com	
Address 2104 DEEANNA DR	City MIDLAND	State TEXAS	Zip 79707

Representative *(if different from Applicant or Property Owner)* Firm: MAVERICK ENGINEERING Printed Name: ASHLEE DEVINE		Phone (432) 262-0999 Email adevine@maverick-eng.com	
Address 1909 W WALL STREET, SUITE K	City MIDLAND	State TEXAS	Zip 79701

Street Address: 2200 TODD DRIVE

Legal Description
Lot: Block: Subdivision:

Current Zoning: AE	**Proposed Zone:** SF1 *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: TO BE ABLE TO PLAT LESS THAN 2 ACRES

Present Use of Property: VACANT WITH OLD BARNS, STABLES AND AN ABANDONED HOME

Proposed Use of Property: RESIDENTIAL DEVELOPMENT

How would this zone change affect the public health, safety and welfare? NO AFFECT

Describe how conditions affecting the property have changed since present zoning designation: NEW PROPERTY OWNER WANTS TO SUBDIVIDE THE LAND INTO 9 RESIDENTIAL LOTS FOR HIS FAMILY TO BUILD HOMES ON. EXISTING STRUCTURES ARE TO BE DEMOLISHED

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): SEE REPRESENTATIVE	Date:
Applicant (printed):	
Property Owner (signature): DocuSigned by: David Kuhnert 95B61D05A7294E2...	Date: 2/25/2025
Property Owner (printed) : David Kuhnert	

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 Ashlee Devine who, being by me duly sworn, upon oath says: That (s)he is the owner of Jagged LP or authorized by David Kuhnert, 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.

Ashlee Devine
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 28th day of February, 2025, to certify which witness my hand and seal of office.

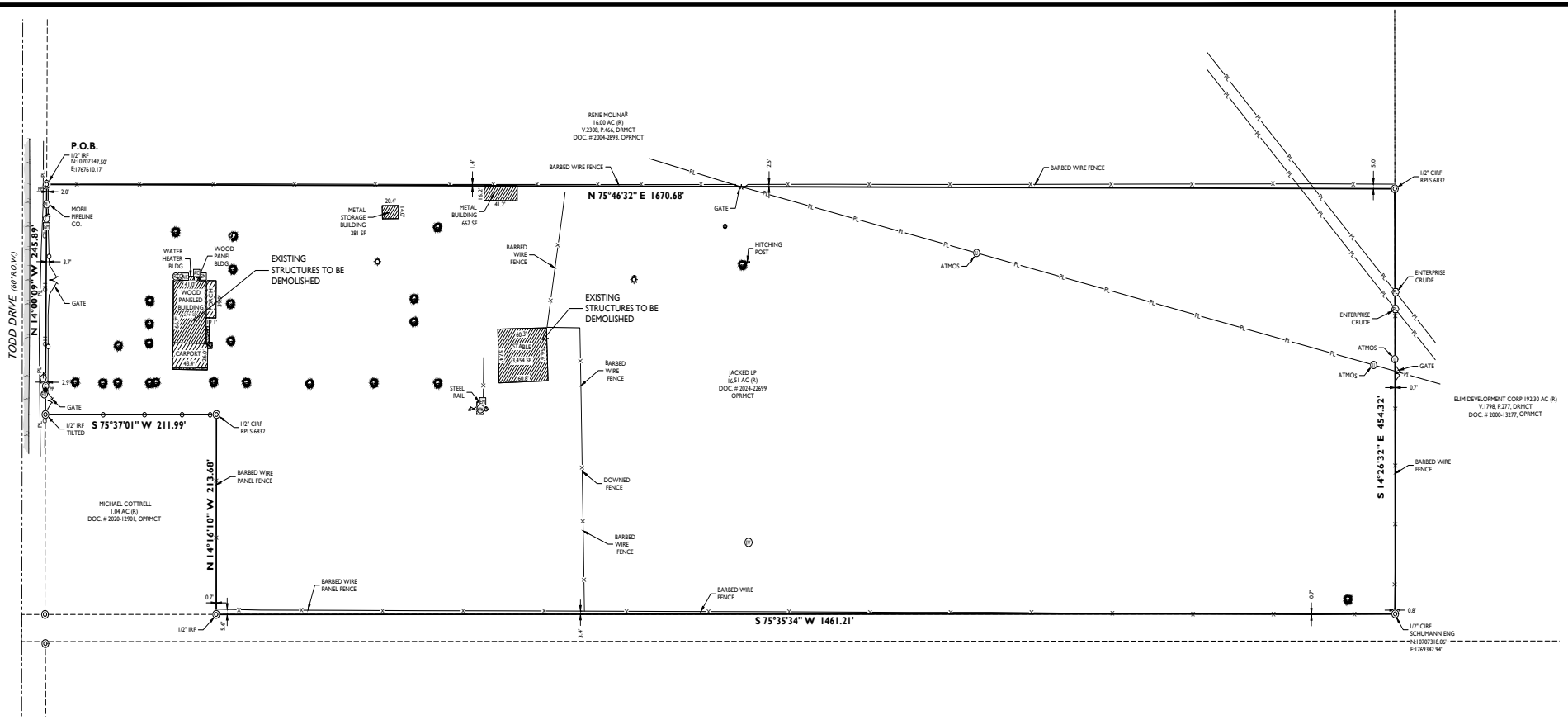
SAVANNAH DAVIS
Notary Public, State of Texas
Comm. Expires 05-20-2028
Notary ID 134907724

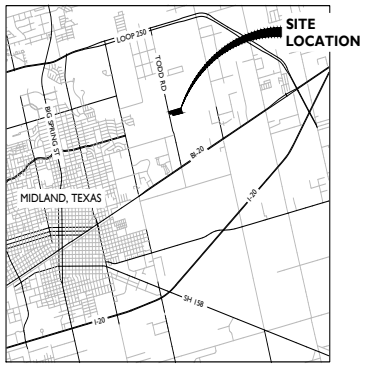
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # 5205	RECEIVED
Received By: Beatriz Q Sophia Saenz	Date: FEB 28 2025
	Initial:

Application will not be considered for scheduling until reviewed by a planner.





VICINITY MAP

N.T.S.



0' 60' 120'

ORIGINAL SCALE: 1" = 60'

LEGEND

- FOUND MONUMENT AS NOTED
- A/C PAD
- CABLE PEDISTAL
- CLEAN OUT
- ELECTRIC METER
- POWER POLE
- STUB OUT
- WATER VALVE
- WATER WELL
- MAIL BOX
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- TREE
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FIELD NOTE DESCRIPTION OF A 16.50 ACRE TRACT OF LAND, SITUATED IN SECTION 32, BLOCK 38, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING THAT SAME CALLED 16.51 ACRE TRACT IN DOCUMENT NUMBER 2024-22699 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING *AT N:(Y) 10707347.50, E:(X) 17676110.17, A ONE HALF INCH IRON ROAD FOUND IN THE EAST RIGHT OF WAY LINE OF TODD DRIVE AT THE SOUTHWEST CORNER OF A CALLED 16.00 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2004-2893 IN SAID "OPR" FOR THE NORTHWEST CORNER HEREOF;*

THENCE *N 75°46'32"E, ALONG SAID CALLED 16.00 ACRE TRACT 1670.68 FEET TO A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "RPLS 6832" (6832) FOUND IN THE WEST LINE OF A CALLED 192.30 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2000-13277 IN SAID "OPR" FOR THE NORTHEAST CORNER HEREOF;*

THENCE *S 14°26'32"E, ALONG SAID CALLED 192.30 ACRE TRACT, 454.32 FEET TO A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "SCHUMANN" FOUND AT AN INTERIOR CORNER OF SAID CALLED 192.30 ACRE TRACT FOR THE SOUTHEAST CORNER HEREOF;*

THENCE *S 75°35'34"W, CONTINUING ALONG SAID CALLED 192.30 ACRE TRACT, 1461.21 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF A CALLED 1.04 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2020-12901 FOR THE WEST SOUTHWEST CORNER HEREOF;*

THENCE *THE FOLLOWING TWO COURSES AND DISTANCES AROUND SAID CALLED 1.04 ACRE TRACT:*

1.N 14°16'10"W, 213.68 FEET TO A "6832" FOUND FOR AN INTERIOR CORNER HEREOF;
2.S 75°37'01"W, 211.99 FEET TO A ONE HALF INCH IRON ROD FOUND IN SAID EAST RIGHT OF WAY FOR THE NORTH SOUTHWEST CORNER HEREOF;

THENCE *N 14°00'09"W, ALONG SAID EAST RIGHT OF WAY, 245.89 FEET TO THE* ***POINT OF BEGINNING****, CONTAINING 16.50 ACRES OF LAND.*

Drawing - F:\2024\240168-DAVID KUHNERT-TODD ROAD FAMILY DEVELOPMENT\DRAWINGS\BOUNDARY SURVEY\240168 BOUNDARY SURVEY.DWG Last Saved By: AKaderali on 10/30/24

SURVEYOR: GWS	*SCALE:* 1" = 60'	*APPROVAL DATE:*
DRAWN BY: AK	*JOB NO.:* 240168	*REV 1:*
APPROVED:	*FIELD WORK DATE:* 10.15.24	*REV 2:*

PACKET

TO DAVID KUHNERT: THIS SURVEY WAS PERFORMED ON THE GROUND AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND COMPLIES WITH THE TBPELS STANDARDS FOR A BOUNDARY SURVEY.

GREGORY W. SHOULTS, RPLS #5356
FIRM NO. TX #10194514

OCTOBER 30, 2024

STATE OF TEXAS · REGISTERED · GREGORY W. SHOULTS · 5356 · PROFESSIONAL LAND SURVEYOR

30.10

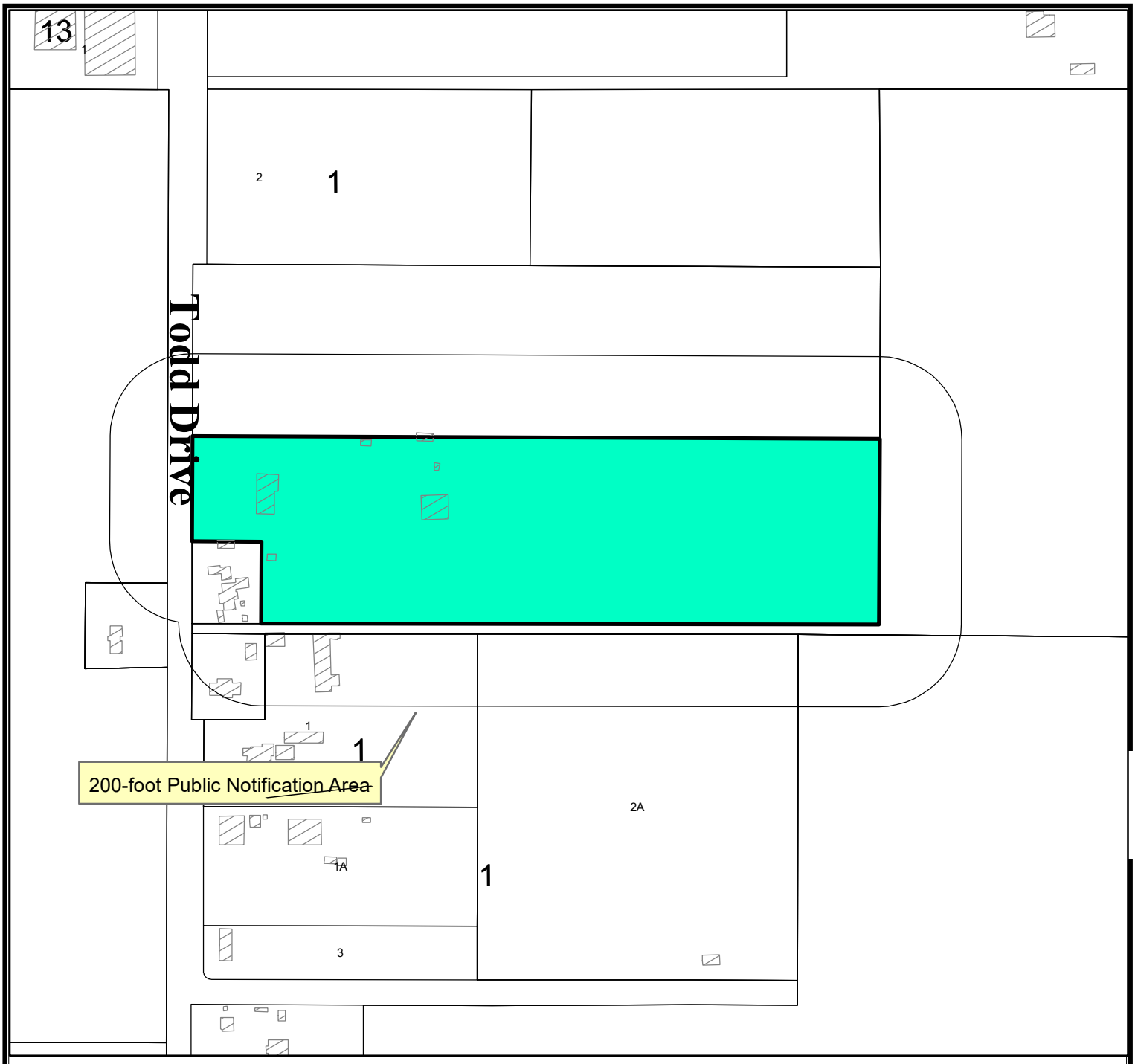
M A V E R I C K
CIVIL ENGINEERING / LAND SURVEYING
ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514
1909 West Wall Street, Suite "K" - Midland, Texas 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

EXHIBIT A

May 13, 2025

ZONING EXHIBIT

OF A 16.51 ACRE TRACT OUT OF
SECTION 32, BLOCK 38, TOWNSHIP 1 SOUTH, T&P RWY CO. SURVEY
CITY AND COUNTY OF MIDLAND , TEXAS



Location Map

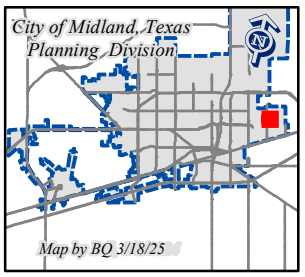
Z-25-0414 **Scale: 1" = 600'**

Consider a request by Maverick Engineering for a zone change from AE, Agriculture Estate District, to SF-1, Single-Family Dwelling District, on a 16.50-acre tract of land located in Section 32, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

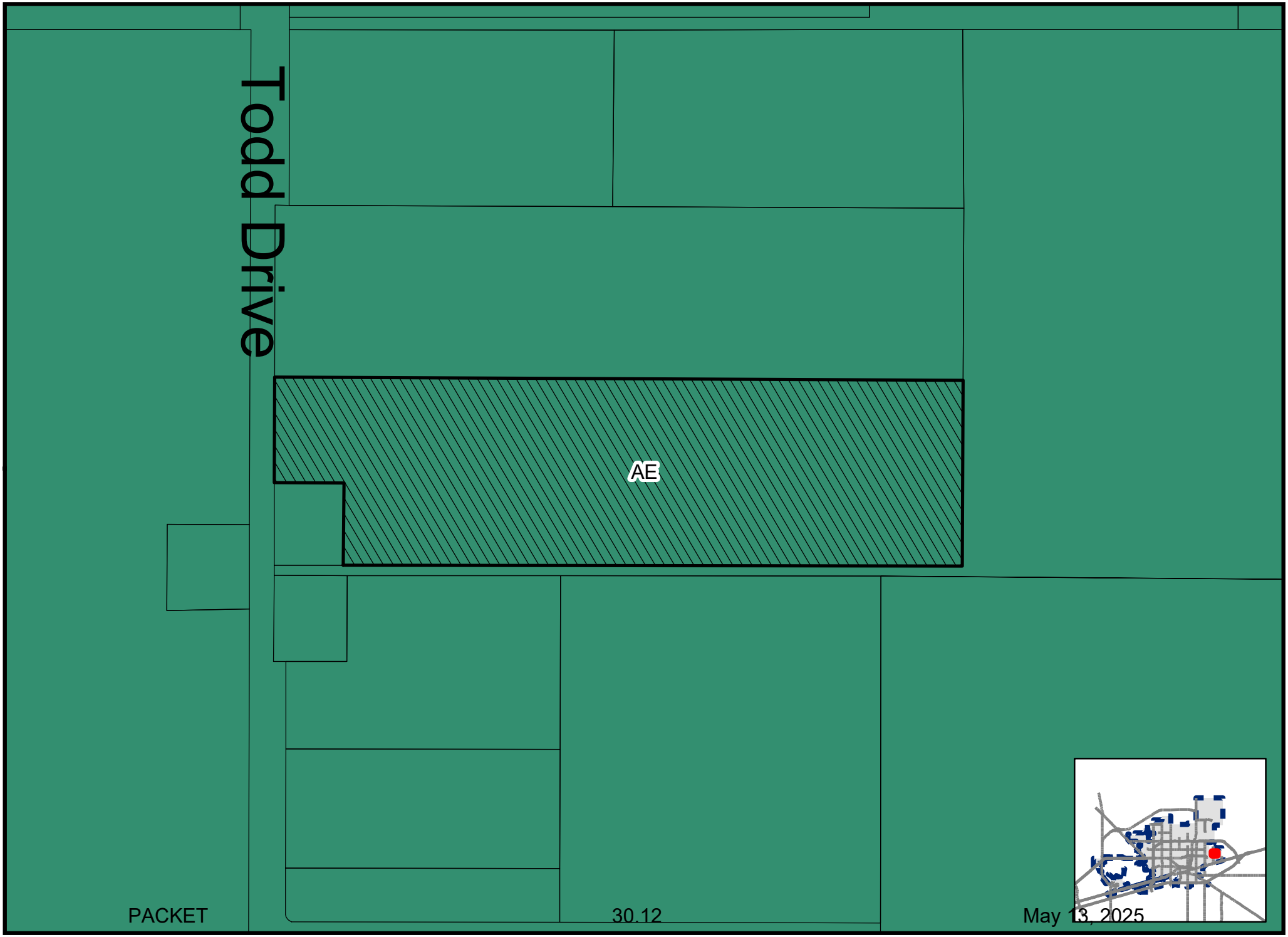
Generally located on the east side of Todd Drive, approximately 1,070 feet north of East County Road 77. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS 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.



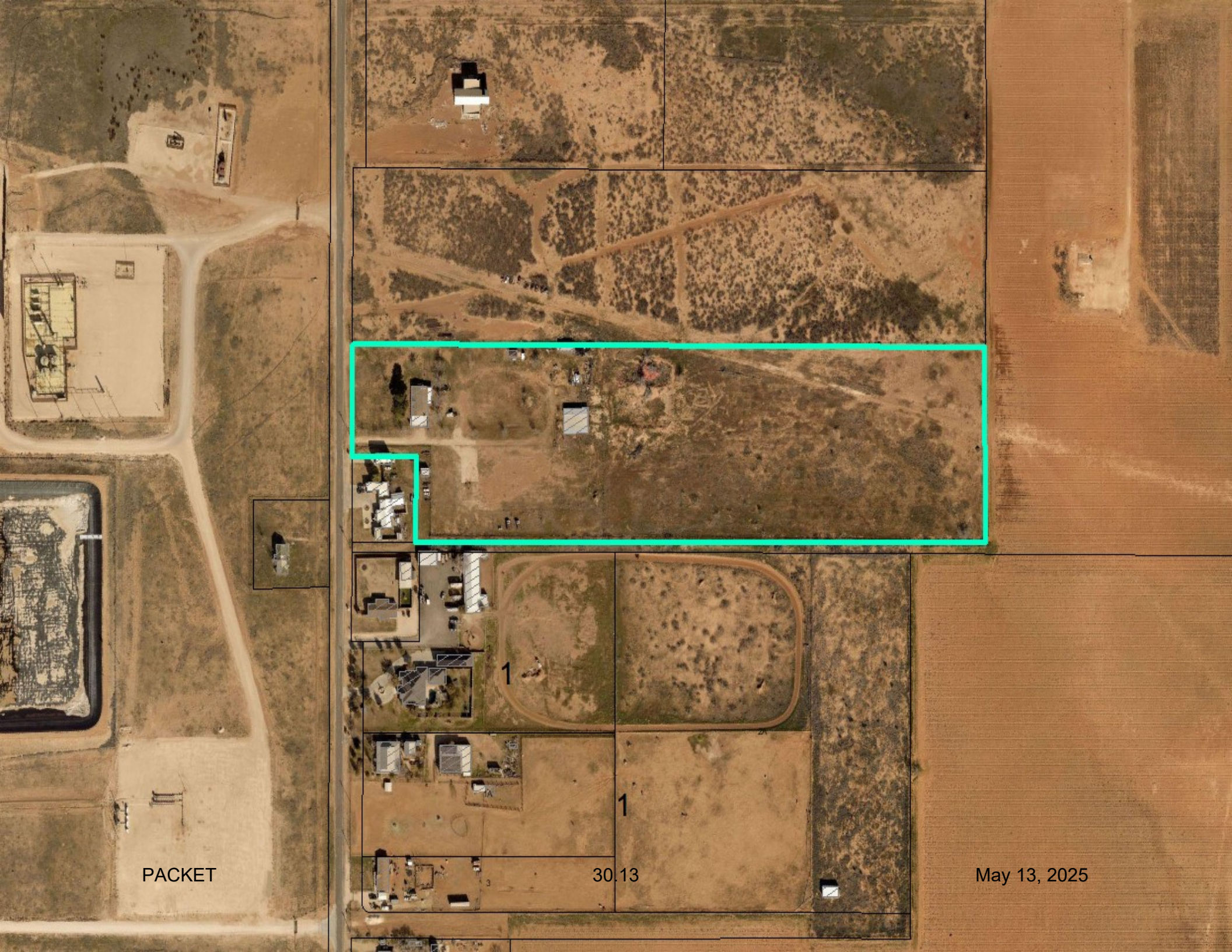
Map BQ, 02/3/2025

Z-25-0414

Scale: 1" = 291'

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.

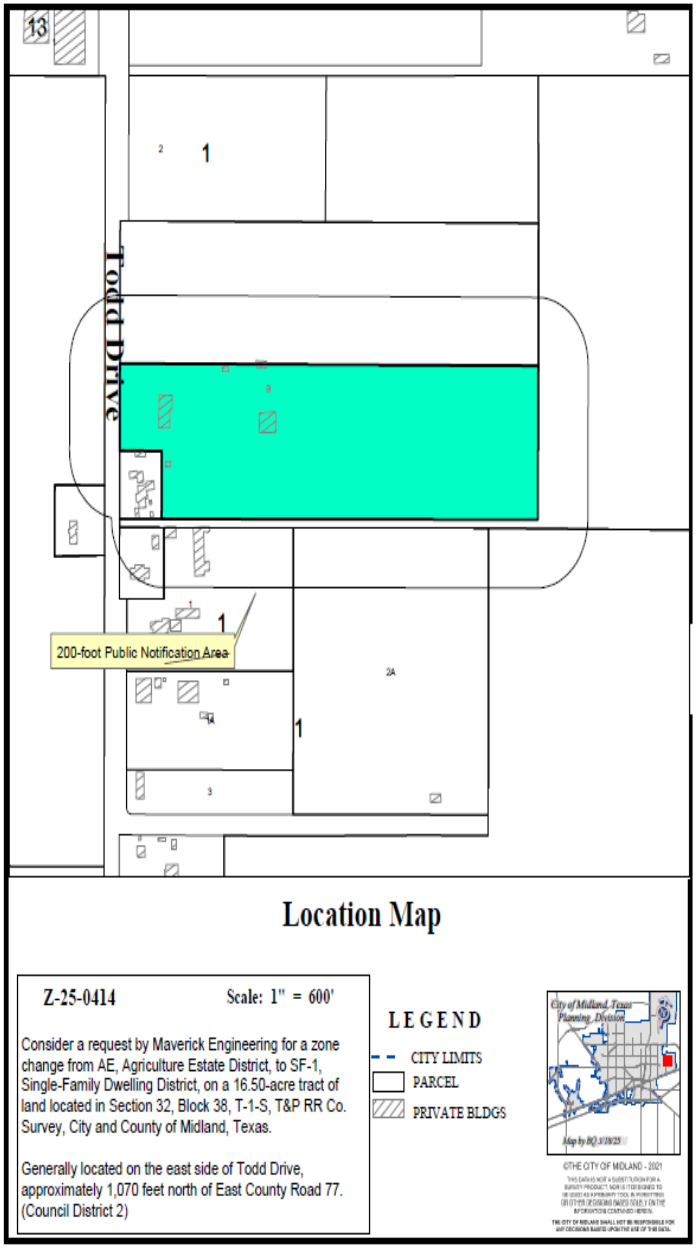

1
1




MIDLAND
Be the Energy!
2200 TODD DR
ZONE CHANGE REQUEST
Visit Our Website
MIDLANDTEXAS.GOV

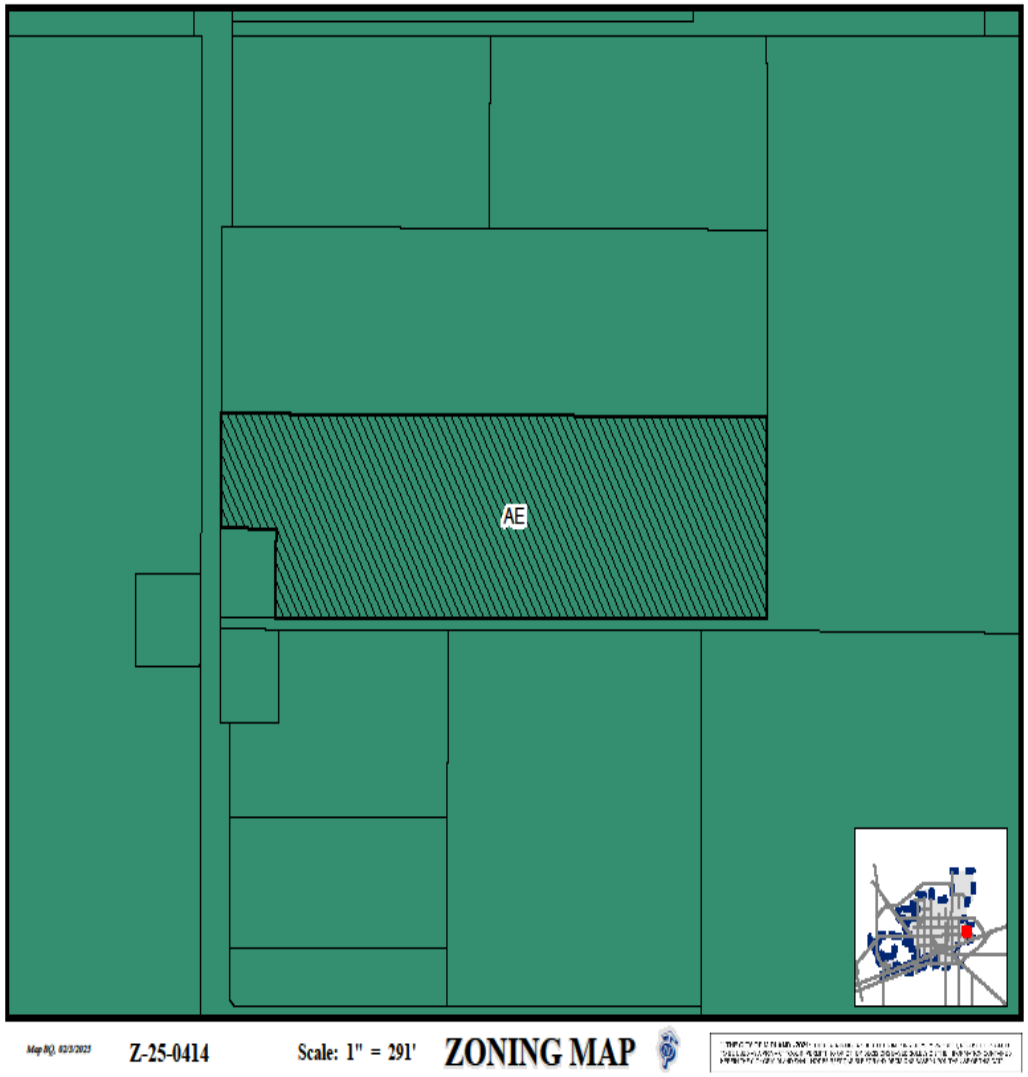
APPLICATION SUMMARY

- **Property Owner**: Jacked LP
- **Representative:** Ashlee Devine with Maverick Engineering
- **Zone Change**
- **Address:** 2200 Todd Drive. (District 2)
- **Reason for Request:** To be able to plat property into nine lots to meet lot requirements.



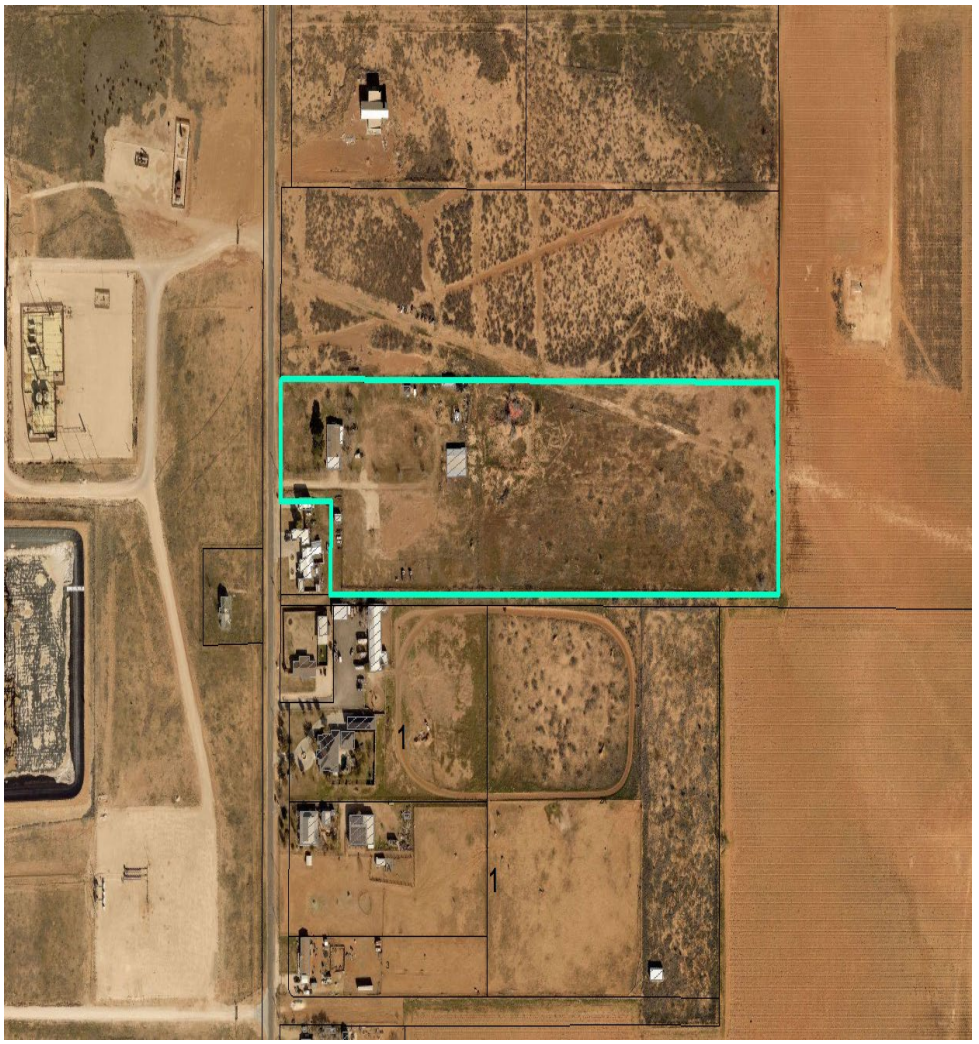
ZONING

- **Current Zoning:** AE, Agriculture Estate District
- **Surrounding Zoning:**
  - **North/South/East/West:** AE, Agriculture Estate District
- **Proposed Zoning:** SF-1, Single-Family Dwelling District



LAND USE

- **Current Use of the Property:** Residential
- **Proposed Use of the Property:** Residential
- **Surrounding Uses:**
- **North/East**: Vacant
- **South:** Residential
- **West**: Oil Wells

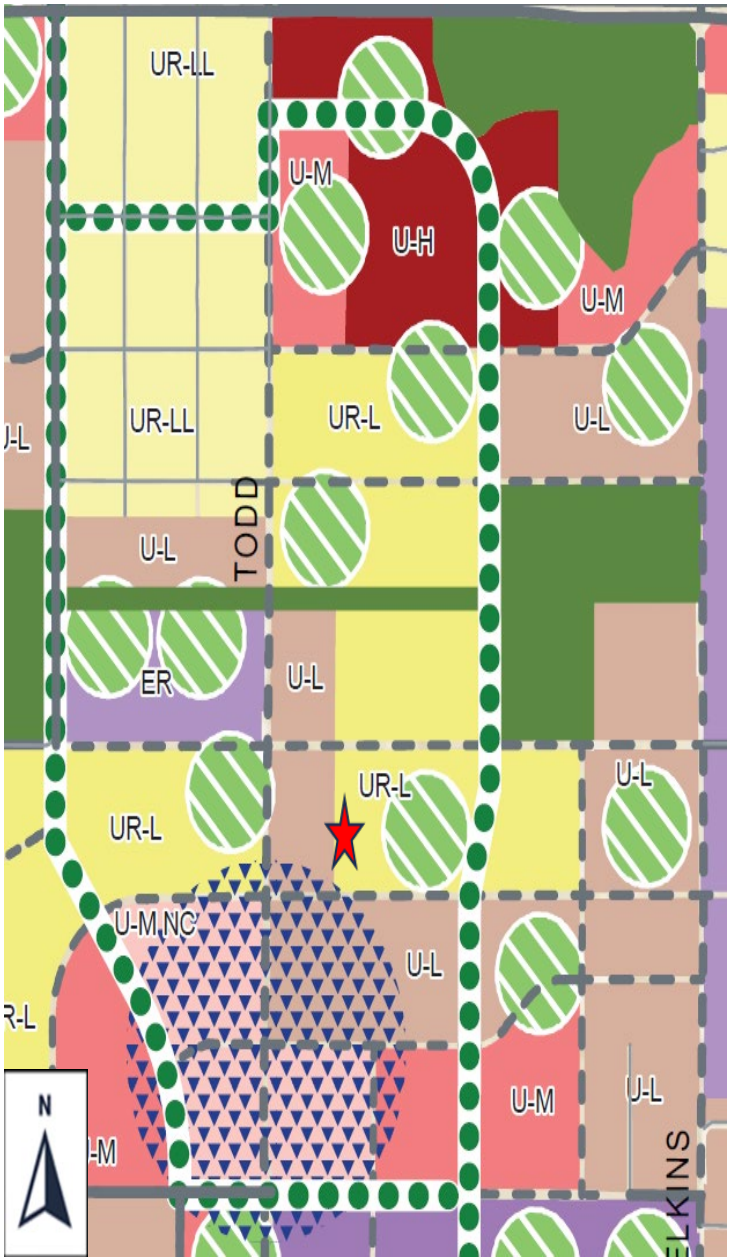


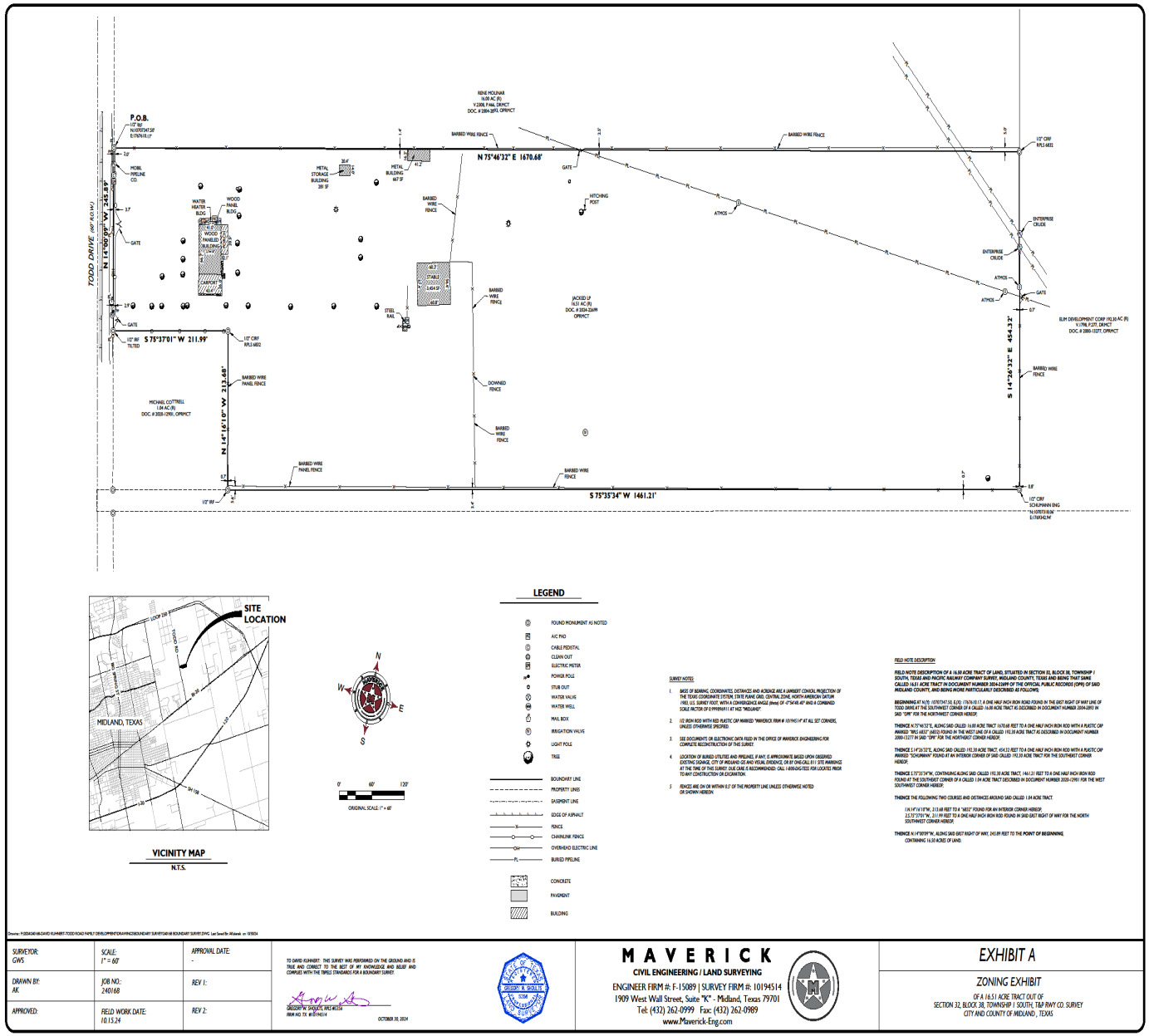


On Todd Drive, Looking North.

COMPREHENSIVE PLAN

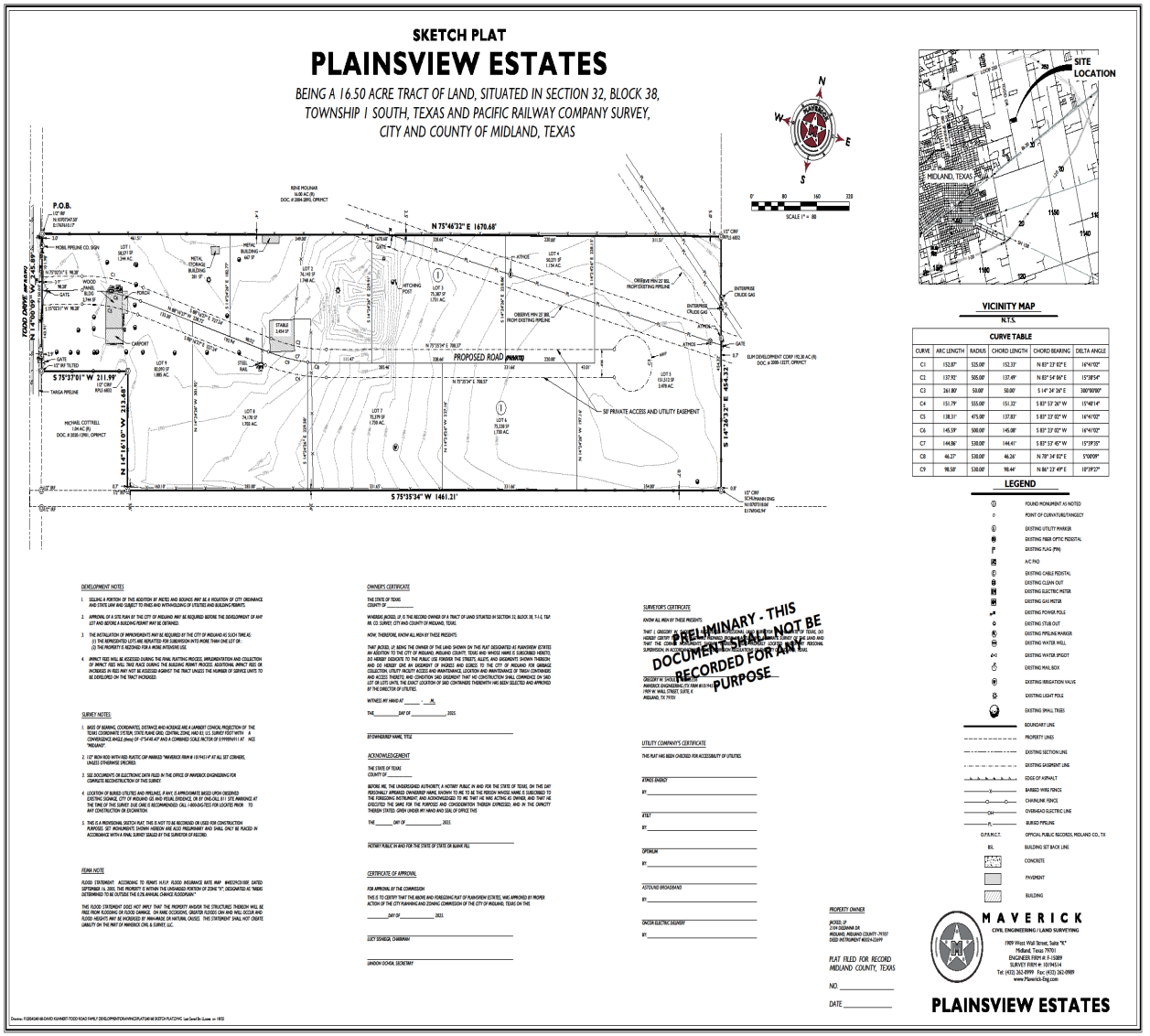
- **TCT Land Use Designation**: Urban Low, U-L
- **Supported Uses**:
  - Relatively low-density housing. A mix of complementary uses includes mostly single-family homes, with some attached, townhomes, and small multi-family projects.
- Request is compatible with the surrounding area and the Tall City Tomorrow Plan.





Survey (Exhibit A)

PLAT DETAILS



SKETCH PLAT

PLAINSVIEW ESTATES

BEING A 16.50 ACRE TRACT OF LAND, SITUATED IN SECTION 32, BLOCK 38, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

N 75°46'32" E 1670.68'

S 75°35'34" W 1461.21'

PROPOSED ROAD (PRIVATE)

50' PRIVATE ACCESS AND UTILITY EASEMENT

SITE LOCATION

VICINITY MAP

N.T.S.

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	152.87'	525.00'	152.33'	N 83° 33' 02" E	16°41'02"
C2	137.92'	505.00'	137.49'	N 83° 54' 00" E	15°38'54"
C3	261.80'	50.00'	50.00'	S 14° 34' 26" E	300°00'00"
C4	151.79'	555.00'	151.32'	S 83° 53' 26" W	15°40'14"
C5	138.31'	475.00'	137.83'	S 83° 33' 02" W	16°41'02"
C6	145.59'	500.00'	145.08'	S 83° 33' 02" W	16°41'02"
C7	144.86'	530.00'	144.41'	S 83° 53' 45" W	15°39'35"
C8	46.27'	530.00'	46.26'	N 78° 34' 02" E	5°00'09"
C9	98.58'	530.00'	98.44'	N 86° 23' 49" E	10°39'27"

LEGEND

- FOUND MONUMENT AS NOTED
- POINT OF CURVATURE/TANGENCY
- EXISTING UTILITY MARKER
- EXISTING FIBER OPTIC PEDESTAL
- EXISTING FLAG (FM)
- A/C PAD
- EXISTING CABLE PEDESTAL
- EXISTING CLEAN OUT
- EXISTING ELECTRIC METER
- EXISTING GAS METER
- EXISTING POWER POLE
- EXISTING STUB OUT
- EXISTING PIPELINE MARKER
- EXISTING WATER WELL
- EXISTING WATER SPIGOT
- EXISTING MAIL BOX
- EXISTING IRRIGATION VALVE
- EXISTING LIGHT POLE
- EXISTING SMALL TREES
- BOUNDARY LINE
- PROPERTY LINES
- EXISTING SECTION LINE
- EXISTING EASEMENT LINE
- EDGE OF ASPHALT
- BARBED WIRE FENCE
- CHAIN LINK FENCE
- OVERHEAD ELECTRIC LINE
- BURIED PIPELINE
- O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
- B.L. BUILDING SET BACK LINE
- CONCRETE
- PAVEMENT
- BUILDING

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 RESPLITTED FOR SUBDIVISION INTO MORE THAN ONE LOT OR; (2) THE PROPERTY IS RECEIVED 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 ASSESSED ON THE TRACT INCREASED.

SURVEY NOTES:

1. BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A GRADIENT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NAD 83, US SURVEY FOOT WITH A CONVERGENCE ANGLE (theta) OF -1°14'48.41" AND A COMBINED SCALE FACTOR OF 0.9999491149 AS "MIDLAND".
2. 1/2" IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK RPLS # 5574" AT ALL SET CORNERS, UNLESS OTHERWISE SPECIFIED.
3. SEE DOCUMENTS ON ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.
4. LOCATION OF BURIED UTILITIES AND PIPELINES, IF ANY, IS APPROXIMATE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE, OR BY ONE-CALL 811 SITE MARKINGS AT THE TIME OF THIS SURVEY. DUE ONE-CALL IS RECOMMENDED. CALL 1-800-669-7233 FOR LOCATES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.
5. THIS IS A PROVISIONAL SKETCH PLAT. THIS IS NOT TO BE RECORDED OR USED FOR CONSTRUCTION PURPOSES. SET MONUMENTS SHOWN HEREON ARE ALSO PRELIMINARY AND SHALL ONLY BE PLATED IN ACCORDANCE WITH A FINAL SURVEY SEALED BY THE SURVEYOR OF RECORD.

FIRM NOTE

FLOOD STATEMENT ACCORDING TO ROMES W.E.F. FLOOD INSURANCE RATE MAP #48329C0100F, DATED SEPTEMBER 26, 2008, THIS PROPERTY IS WITHIN THE UNSHADED PORTION OF ZONE "X", DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

THE 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 MAVERICK CIVIL & SURVEY, LLC.

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF _____

WHEREAS JACKED, LP, IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN SECTION 32, BLOCK 38, T-1-S, T&P RR. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT JACKED, LP, BEING THE OWNER OF THE LAND SHOWN ON THIS PLAT DESIGNATED AS PLAINSVIEW ESTATES 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 _____, _____, TX.

THE _____ DAY OF _____, 2021.

_____
(OWNER/AGENT NAME, TITLE

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED OWNER/REP NAME, 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 PURPOSE AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

THE _____ DAY OF _____, 2021.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF STATE OF BLANK FILL

CERTIFICATE OF APPROVAL

FOR APPROVAL BY THE COMMISSION

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF PLAINSVIEW ESTATES, WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, TEXAS ON THIS

_____ DAY OF _____, 2021.

_____
JUDY ESPARZA, CHAIRMAN

_____
LANDON DOCHA, SECRETARY

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, GREGORY [illegible] REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY [illegible] 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.

PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

GREGORY M. [illegible], R.P.L.S.
MAVERICK ENGINEERING, LTD. FIRM #10194414
1909 W. WALL STREET, SUITE E
MIDLAND, TX 79701

UTILITY COMPANY'S CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

XCEL ENERGY
BY: _____

AT&T
BY: _____

OPTIMUM
BY: _____

ASTOUND BROADBAND
BY: _____

ONCOR ELECTRIC DELIVERY
BY: _____

PROPERTY OWNER
JACKED, LP
3104 DEDMAN DR.
MIDLAND, MIDLAND COUNTY, 79707
DEED INSTRUMENT #20212699

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____

DATE _____

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "E"
Midland, Texas 79701
ENGINEER FIRM # E-13389
SURVEY FIRM # 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

PLAINSVIEW ESTATES

MIDLAND Be the Energy!

STAFF'S RECOMMENDATION

- No objections received.
- Planning and Zoning Commission approved request on April 7, 2025.
- Staff recommends **APPROVAL** of this zone change from **AE, Agriculture Estate District** to **SF-1, Single-Family Dwelling District**.



MISSION

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



City Council Meeting

Item Number: 31

Meeting Date: May 13, 2025

To: City Council / City Manager

From: Beatriz Quezada, Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.43-ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 1, SOUTH PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST MONTGOMERY AVENUE AND SOUTH FORT WORTH STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

Magrym Consulting, on behalf of Benjamin Luna, is requesting a Zone Change from MF-22, Multiple-Family Dwelling District, to 2F, Two-Family Dwelling District for the development of a duplex on a property located at the northeast corner of the intersection of East Montgomery and South Fort Worth Street.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

MF-22, Multiple-Family Dwelling District

Surrounding Zoning and Land Use:

The properties to the north, west, and south are all zoned MF-22, Multiple-Family Dwelling District. The property to the east is zoned 2F, Two-Family Dwelling District. The current use of the property to the west is the football field for Midland Freshman High School. The property to the east is currently vacant. The adjacent properties to the north and south are currently being utilized as residential dwellings.

Analysis:

The applicant is requesting to rezone a 0.43 acres portion of land out of Lot 3, Block 1, South Park Addition, Section 6. The property is currently zoned MF-22, Multiple-Family Dwelling District which limits the property only to multi-family housing. The applicant is making this request for the construction of a duplex for this property. The property is located in a residential neighborhood. Changing this zone would help the future residential development of this area. The property is in compliance with all the requirements set forth for the 2F, Two-Family Dwelling District zoning.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designated this area as Urban Residential-Medium (UR-M). This designation calls for a mix of housing styles.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning.

Engineering: (Approved)

No objections to zone change. [For Applicant’s Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant’s Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

Staff recommends approval of this Zone Change from MF-22, Multiple-Family Dwelling District, to 2F, Two-Family Dwelling District.

Letters of Objection:

Staff has not received any letters of objection as of May 2, 2025.

Attachments:

Application
Location Map
Zoning Map
Aerial
Survey
Site Photo
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.43-ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 1, SOUTH PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST MONTGOMERY AVENUE AND SOUTH FORT WORTH STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 0.43-acre tract of land out of Lot 3, Block 1, South Park Addition, Section 6, City and County of Midland, Texas (the "Property"), said Property being more specifically described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein, to 2F, Two-Family Dwelling (Duplex) 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 2F, Two-Family Dwelling (Duplex) 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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

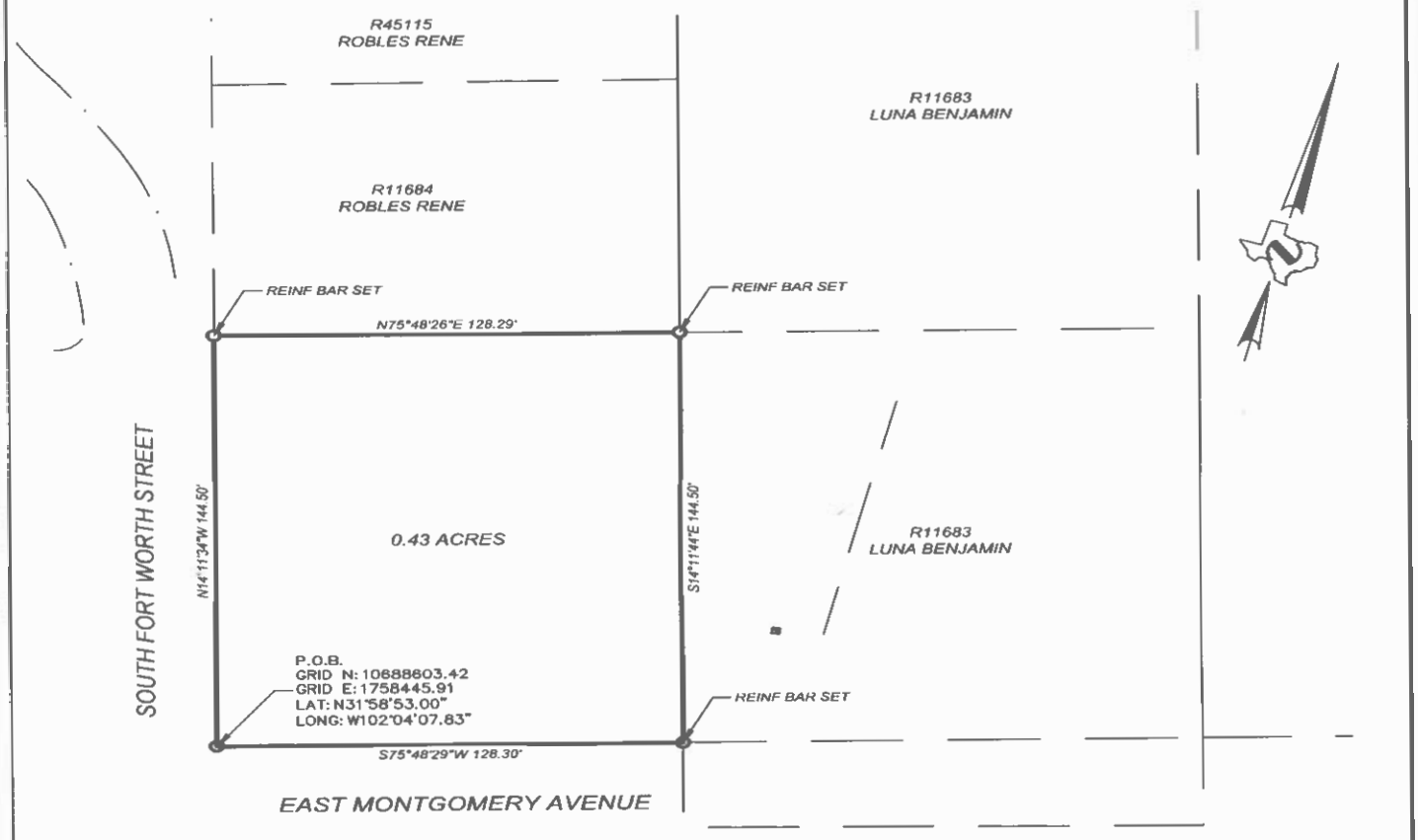
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

EXHIBIT A



NOTES:

THIS PROPERTY IS SUBJECT TO THE FINDINGS OF THE MIDLAND COUNTY COMMISSIONERS COURT ON AUGUST 24, 2020. IN WHICH MIDLAND COUNTY ADOPTED SUBDIVISION REGULATIONS ARTICLES I-XI AND CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE.

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.

MONUMENTS ARE A 1/2" REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.

Surveyor Certification

TO THE LIENHOLDERS, BENJAMIN LUNA (OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER:
THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON
AND THAT THERE ARE NO KNOWN DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON.

DATED THIS 30TH DAY OF SEPTEMBER, 2024

STATE OF TEXAS REGISTERED RJ DAUM 4826 PROFESSIONAL LAND SURVEYOR

RJ DAUM
TEXAS RPLS 4826

FIELD NOTE DESCRIPTION OF THE SOUTH 0.43 ACRES OF LOT 3, BLOCK 1, SOUTH PARK ADDITION, SECTION 6 AN ADDITION TO THE CITY OF MIDLAND AS PER PLAT OF RECORD IN CABINET H, PAGE 388, PLAT RECORDS, MIDLAND COUNTY, TEXAS, SAID 0.43 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A REINF BAR SET (N: 10688603.42, E: 1758445.91) FOR THE SOUTHWEST CORNER OF THIS TRACT, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 3, BLOCK 1 SOUTHPARK ADDITION, SECTION 6;

THENCE NORTH 14°11'34" WEST 144.50 FEET TO A REINF BAR SET FOR THE NORTHWEST CORNER OF THIS TRACT,

THENCE NORTH 75°48'26" EAST 128.29 FEET TO A REINF BAR SET FOR THE NORTHEAST CORNER OF THIS TRACT;

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MAGRYM

800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701

TEXAS FIRM
No. 10149500
Office (903) 417-2914

SURVEY

THE SOUTH 0.43 ACRES OF LOT 3, BLOCK 1, SOUTH PARK ADDITION, SECTION 6
AN ADDITION TO THE CITY OF MIDLAND AS PER PLAT OF RECORD IN CABINET H, PAGE 388, PLAT RECORDS, MIDLAND COUNTY, TEXAS.

SCALE: 1" = 50'

PROJECT: 79992
JOB NO.: 79992

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-25-0423

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: Benjamin Luna		Phone (432) 238-1299 Email Lunasignaturehomes79705@gmail.com	
Address 1209 Hickory Ave.	City Midland	State Tx	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: Magrym Consulting Printed Name: Ed Aleman		Phone (432) 254 0327 Email ed.aleman@magrym.com	
Address 800 N. Marienfeld, S. 100	City Midland	State Tx	Zip 7970

Street Address: E. Montgomery & S. Ft. Worth st.

Legal Description
Lot: 0.43 of 3 Block: 1 Subdivision: South Park Addn.

Current Zoning: MF 22

Proposed Zone: 2F
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To build Duplexes.

Present Use of Property: Vacant.

Proposed Use of Property: Duplexes

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: NA

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature):	Date: 4-7-25
Property Owner (printed) : Benjamin Luna	

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 Ed Aleman who, being by me duly sworn, upon oath says: That (s)he is the owner of / or authorized by Ben Luna, 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 7th day of April, 2025, to certify which witness my hand and seal of office.

HUNTER HALL
Notary Public, State of Texas
Comm. Expires 06-05-2028
Notary ID 132509132

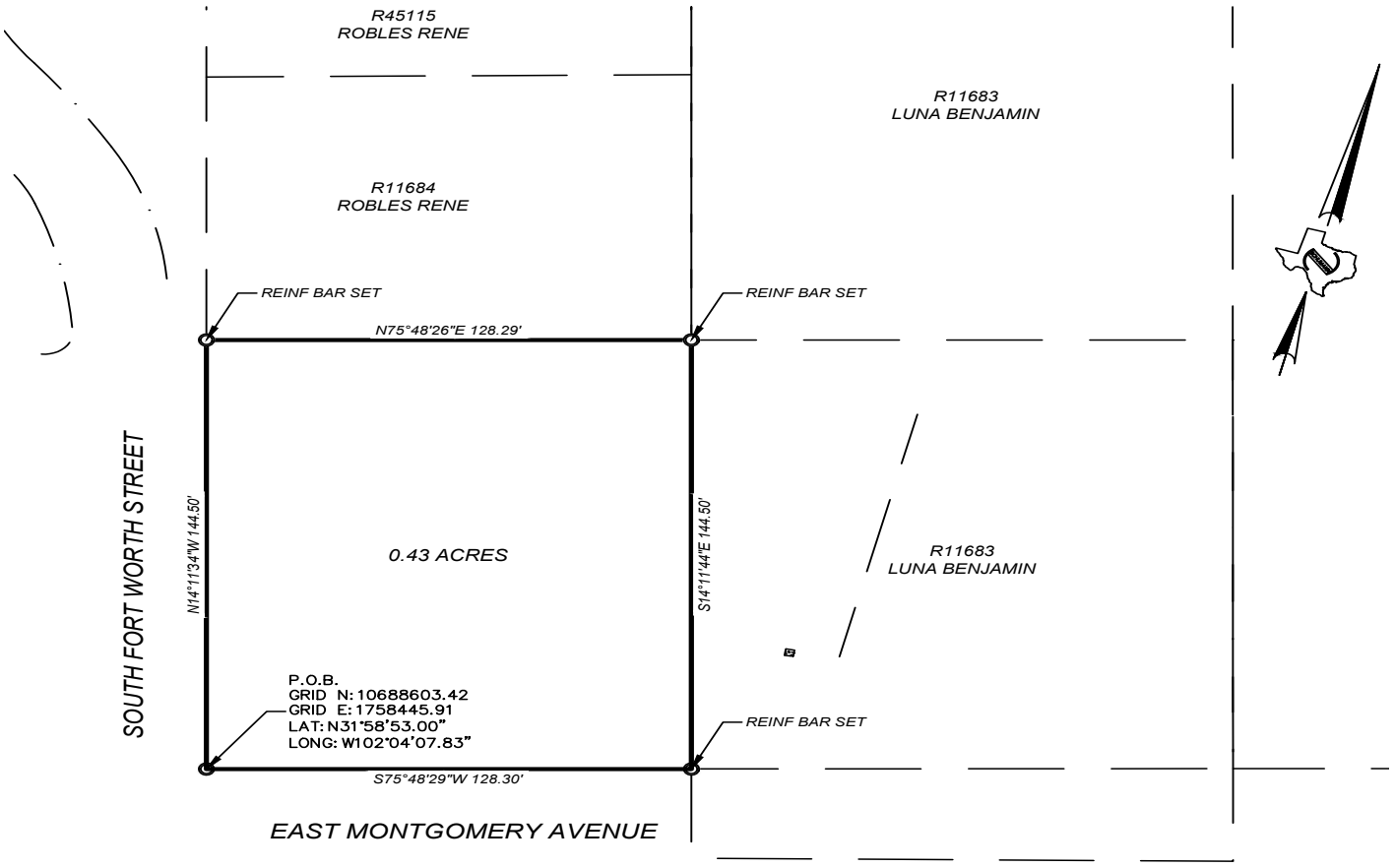
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # Invoice	
Received By:	Date:

RECEIVED
APR 07 2025
Initial:

****Application will not be considered for scheduling until reviewed by a planner.****



NOTES:

THIS PROPERTY IS SUBJECT TO THE FINDINGS OF THE MIDLAND COUNTY COMMISSIONERS COURT ON AUGUST 24, 2020. IN WHICH MIDLAND COUNTY ADOPTED SUBDIVISION REGULATIONS ARTICLES I-XI AND CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE.

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DATED THIS 30TH DAY OF SEPTEMBER, 2024

STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
LAND SURVEYOR

RJ DAUM
TEXAS RPLS 4826

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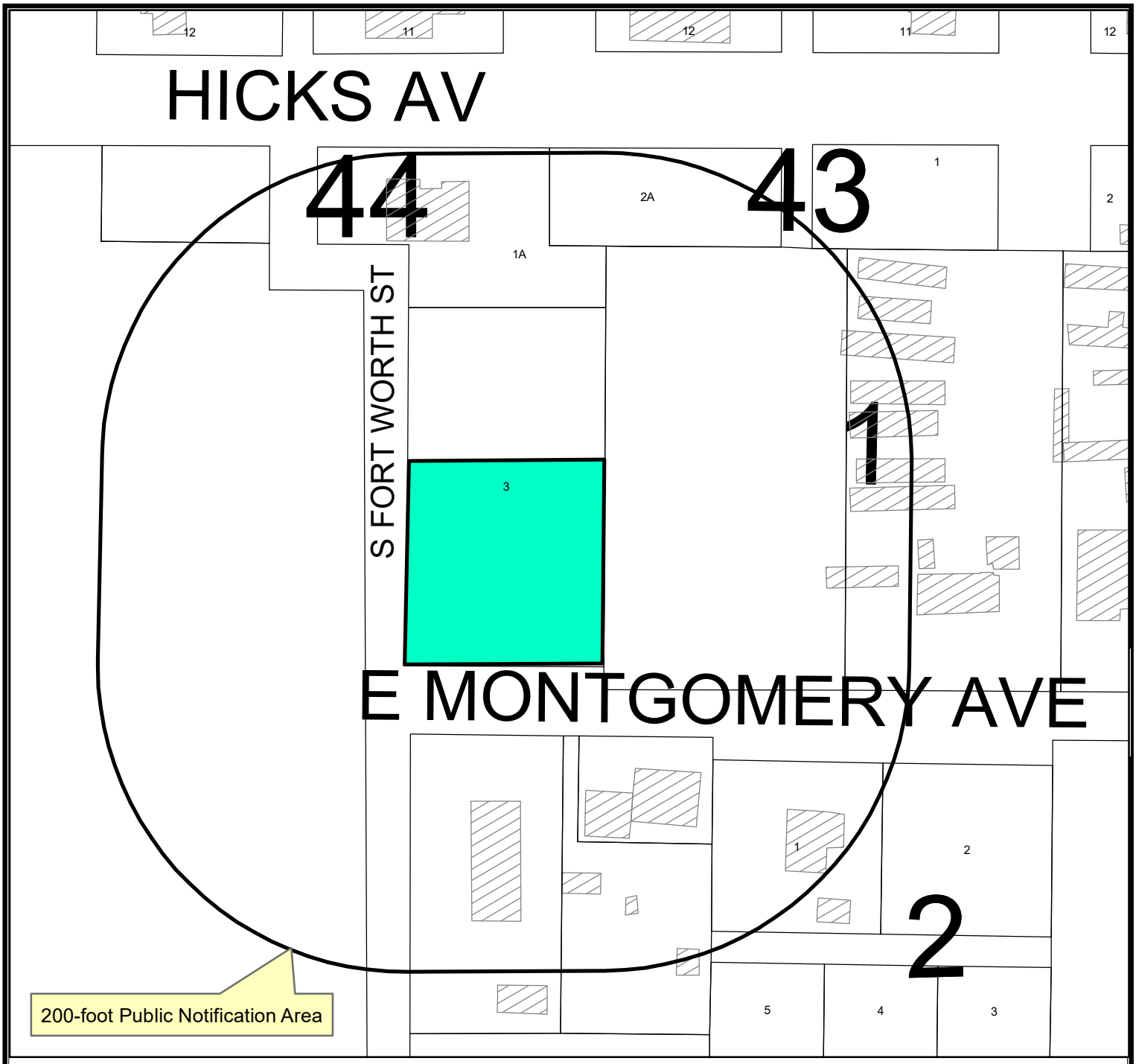
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SURVEY

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SCALE: 1" = 50'

PROJECT: 79992
JOB NO.: 79992



Location Map

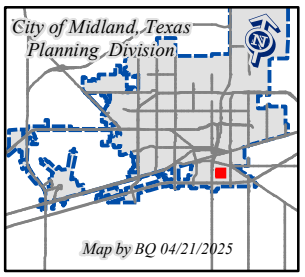
Z-25-0423 **Scale: 1" = 600'**

Consider a request by Magrym Consulting, on behalf of Benjamin Luna, for a Zone Change from MF-22, Multiple-Family Dwelling District, to 2F, Two-Family Dwelling (Duplex) District, on a 0.43-acre portion of Lot 3, Block 1, South Park Addition, Section 6, City and County of Midland, Texas.

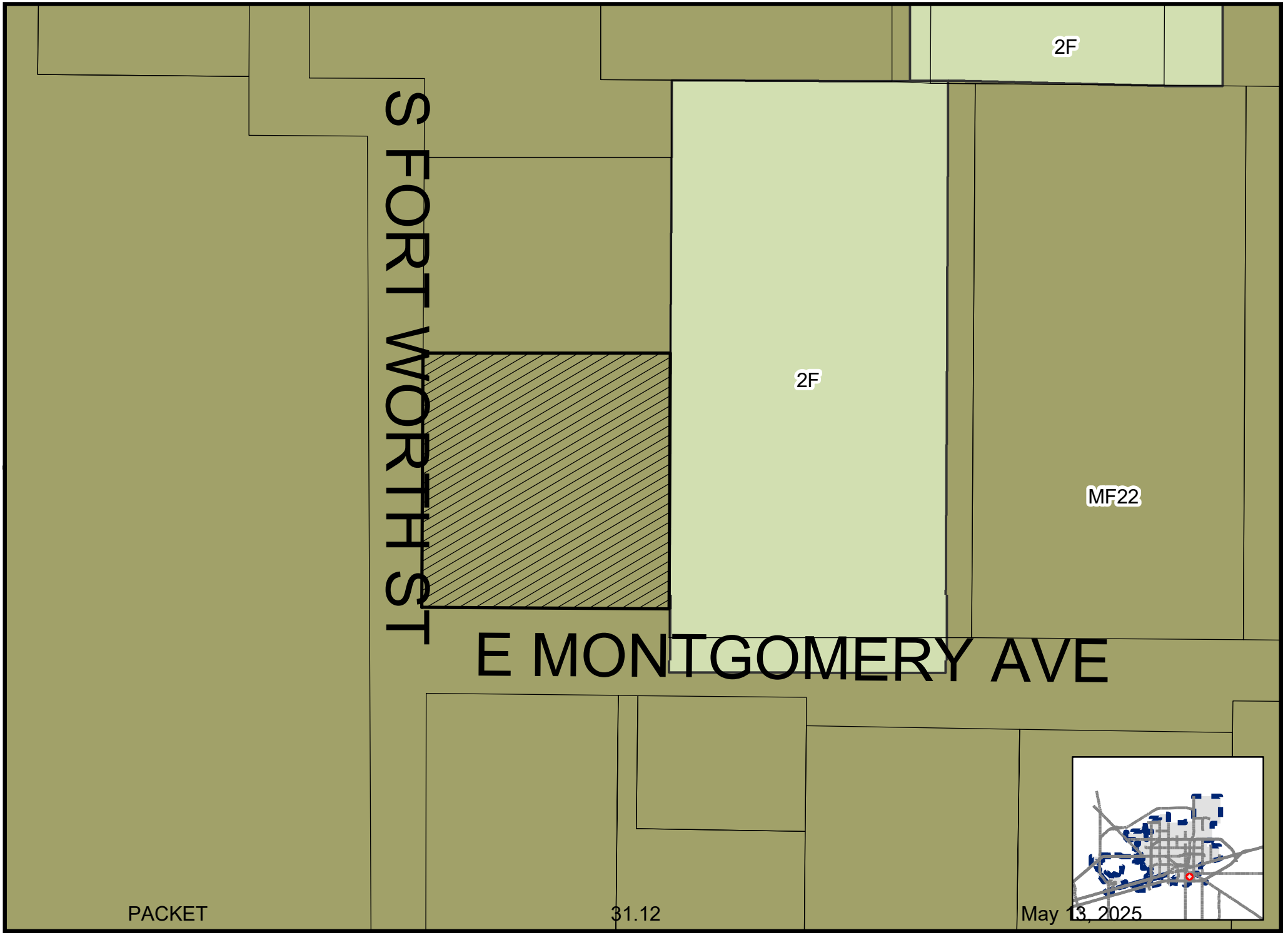
Generally located at the northeast corner of the intersection of East Montgomery Avenue and South Fort Worth Street. (District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

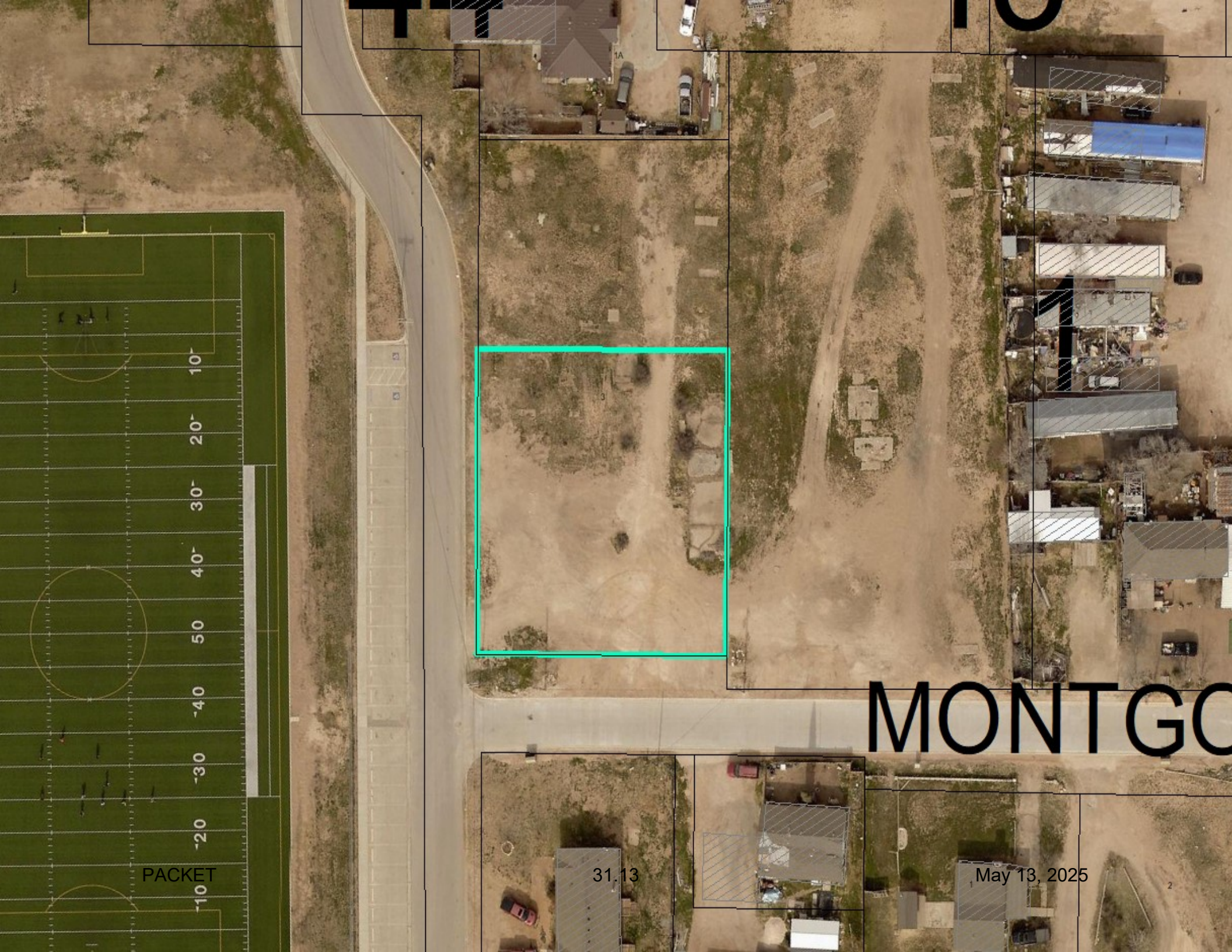


©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BQ, 4/11/25 **Z-25-0423** **Scale: 1" = 600'** **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.

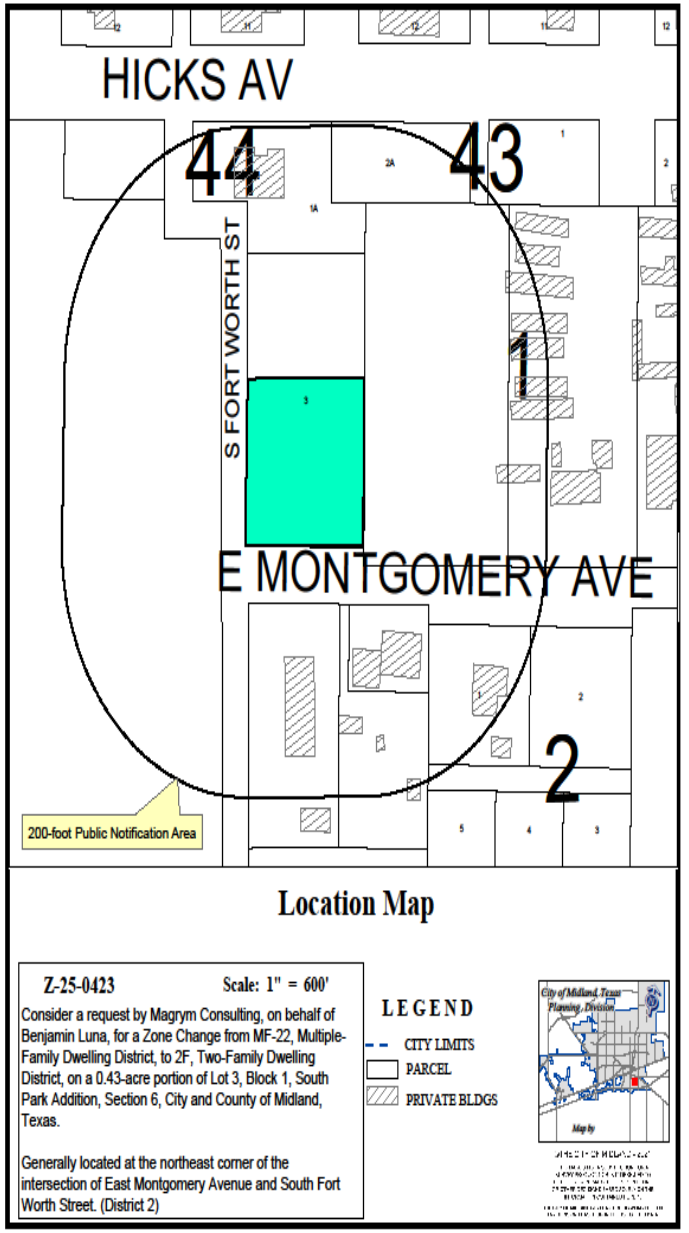

MONTGO




MIDLAND
Be the Energy!
ZONE CHANGE REQUEST
E MONTGOMERY AVE & S FORT WORTH ST
Visit Our Website
MIDLANDTEXAS.GOV

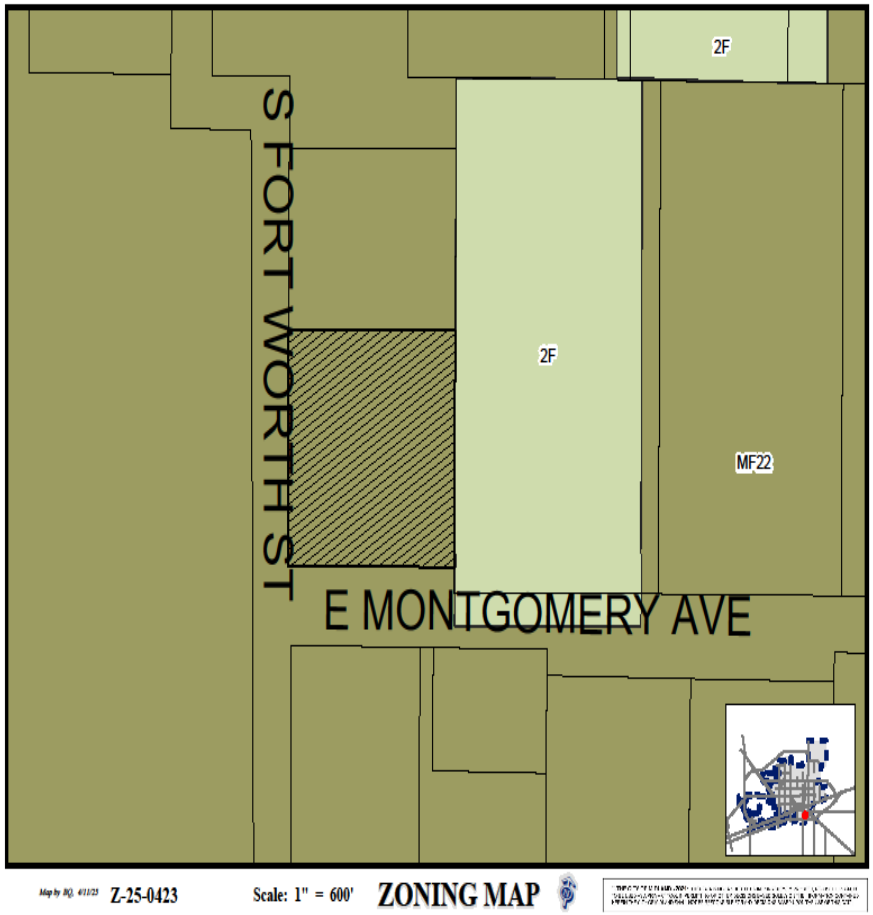
APPLICATION SUMMARY

- **Property Owner:** Benjamin Luna
- **Representative:** Ed Aleman with Magrym Consulting
- **Type of Application:** Zone Change
- **Location:** Generally located at the northeast corner of the intersection of East Montgomery Avenue and South Fort Worth Street. (District 2)
- **Reason for Request:** To be able to build a duplex.



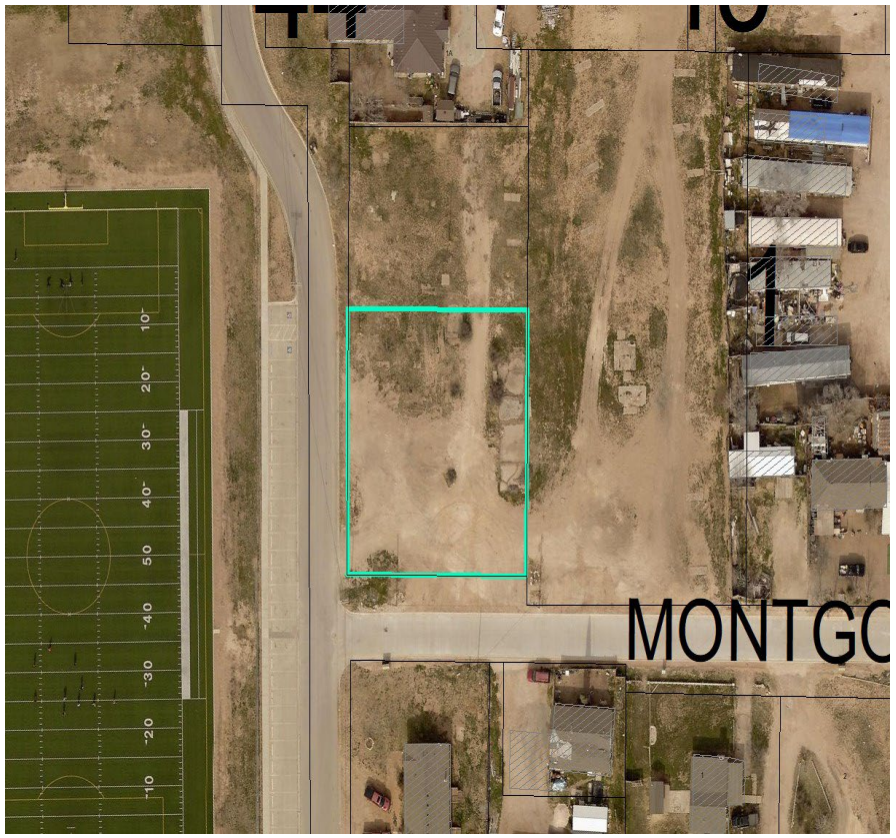
ZONING

- **Current Zoning:** MF-22, Multiple-Family Dwelling District
- **Surrounding Zoning:**
  - **North/West/South:** Multiple-Family Dwelling District
  - **East:** 2F, Two-Family Dwelling District



LAND USE

- **Current Use of the Property:** Vacant
- **Proposed Use of the Property:** Duplex (Residential)
- **Surrounding Uses:**
  - **North/South/East:** Residential
  - **West:** Midland Freshman High School

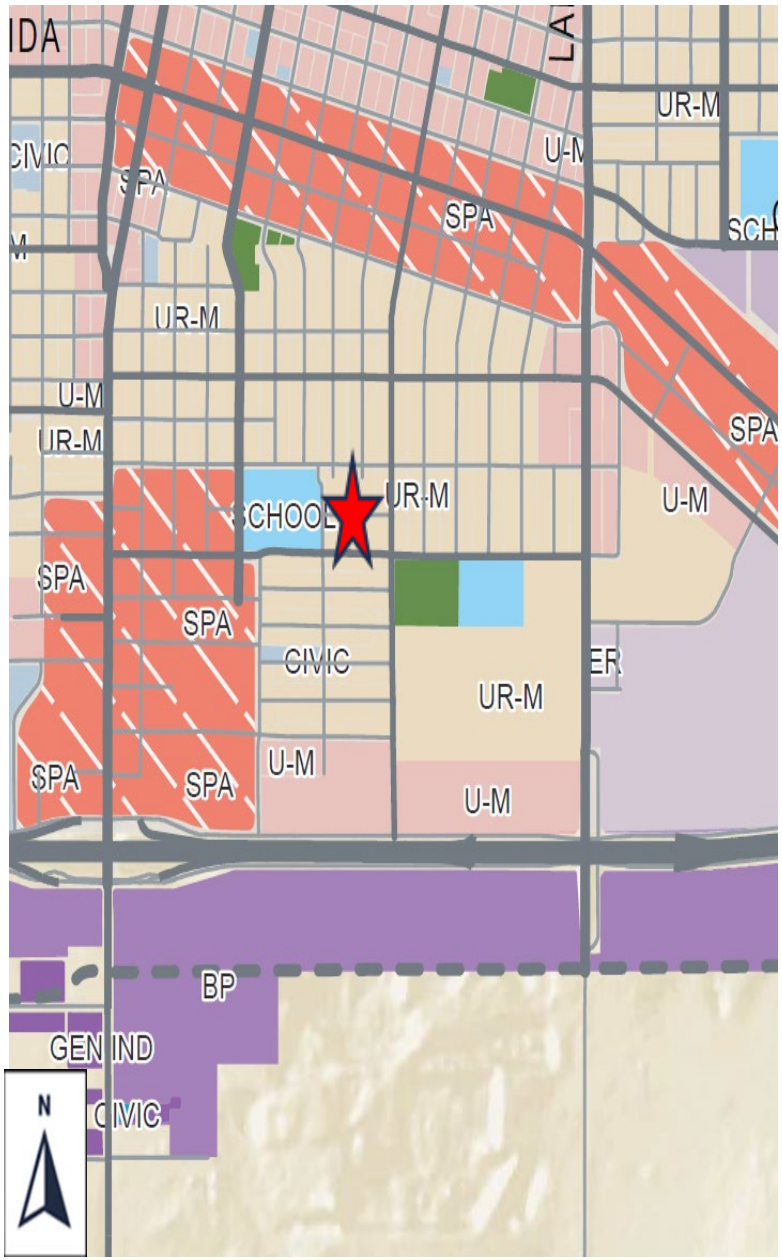


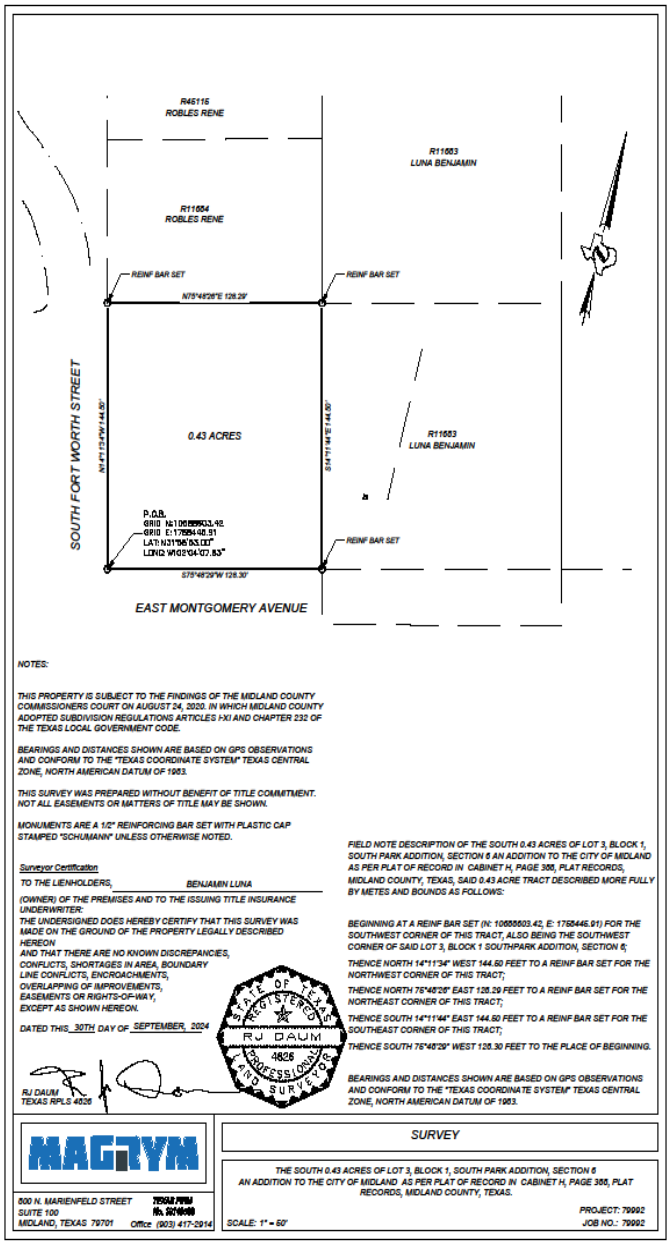


On South Fort Worth, Looking East.

COMPREHENSIVE PLAN

- **TCT Land Use Designation:** Urban Residential-Medium (UR-M)
- **Supported Uses:**
  - Mix of housing types, including single-family detached, single-family attached and townhouse uses.
- Request is **compatible** with the surrounding area and the Tall City Tomorrow Plan.




R45115
ROBLES RENE
R11683
LUNA BENJAMIN
R11684
ROBLES RENE
REINF BAR SET
N75°48'26"E 126.29'
REINF BAR SET
SOUTH FORT WORTH STREET
0.43 ACRES
R11683
LUNA BENJAMIN
P.O.B.
REINF BAR SET
S75°48'29"W 126.30'
EAST MONTGOMERY AVENUE
NOTES:
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DATED THIS 30TH DAY OF SEPTEMBER, 2024
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RJ DAUM
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LAND SURVEYOR
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SCALE: 1" = 50'
PROJECT: 79992
JOB NO.: 79992

Survey

STAFF'S RECOMMENDATION

- No objections received.
- Staff recommends **APPROVAL** of this zone change from **MF-22, Multiple-Family Dwelling District** to **2F, Two-Family Dwelling District**



MISSION

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



City Council Meeting

Item Number: 32

Meeting Date: May 13, 2025

To: City Council / City Manager

From: Britton Murry, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 8, BLOCK 28, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MADISON STREET, APPROXIMATELY 80 FEET NORTH OF EAST WALL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Louis Clay is requesting a Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District for the construction of a single-family residence on a property located at 102 North Madison Street.

Recommended City Council Action:

Approve

Fiscal Impact:

The request has no significant impact tot the City.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

MF-22. Multiple-Family Dwelling District

Surrounding Zoning and Land Use:

The property to the north is zoned SF-3, Single-Family Dwelling District, and is a vacant lot. The properties to the south and west are zoned MF-22, Multiple-Family Dwelling District, and are used for single-family housing. The property to the east is zoned MF-22, Multiple-Family Dwelling District, and is a vacant lot.

Analysis:

The applicant is seeking this zone change in in order to construct a single-family residence, which is not allowed in the MF-22, Multiple-Family Dwelling District. This vacant lot is located in a residential neighborhood that is developed with single-family homes. Changing this zoning would help the future residential development of this area. This lot does meet the requirements for the SF-3, Single-Family Dwelling District zoning.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as Urban Residential-Medium (UR-M). This designation calls for any single-family zoning district.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning.

Engineering: (Approved)

No objection to zone change. [For Applicant’s Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. Our staff has examined the FEMA flood map and it appears that this

property lies entirely within Zone AE, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood. An elevation certificate based off 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. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning:

Therefore, staff recommends approval of this Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of May 2, staff has received no letters of objection for this request.

Attachments:

Application
Site Plan
Maps
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 8, BLOCK 28, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MADISON STREET, APPROXIMATELY 80 FEET NORTH OF EAST WALL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 8, Block 28, Moody Addition, City and County of Midland, Texas (the "Property"), to SF-3, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-25-0415

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Louis Clay		Phone (432) 631-2909 Email fallcityboss@yahoo.com	
Address 1215 Lynn	City Midland	State TX	Zip 79705

Property Owner Printed Name: Louis Clay (Clay Homes LLC)		Phone ( ) Email	
Address 1215 Lynn	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 102 N. Madison

Legal Description
Lot: 009 Block: 028 Subdivision: Moody

Current Zoning: MF22

Proposed Zone: SF-3
(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? N/A

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): Louis Clay	Date: 2-28-2025
Applicant (printed): Louis Clay	
Property Owner (signature): Louis Clay	Date: 2-28-2025
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.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

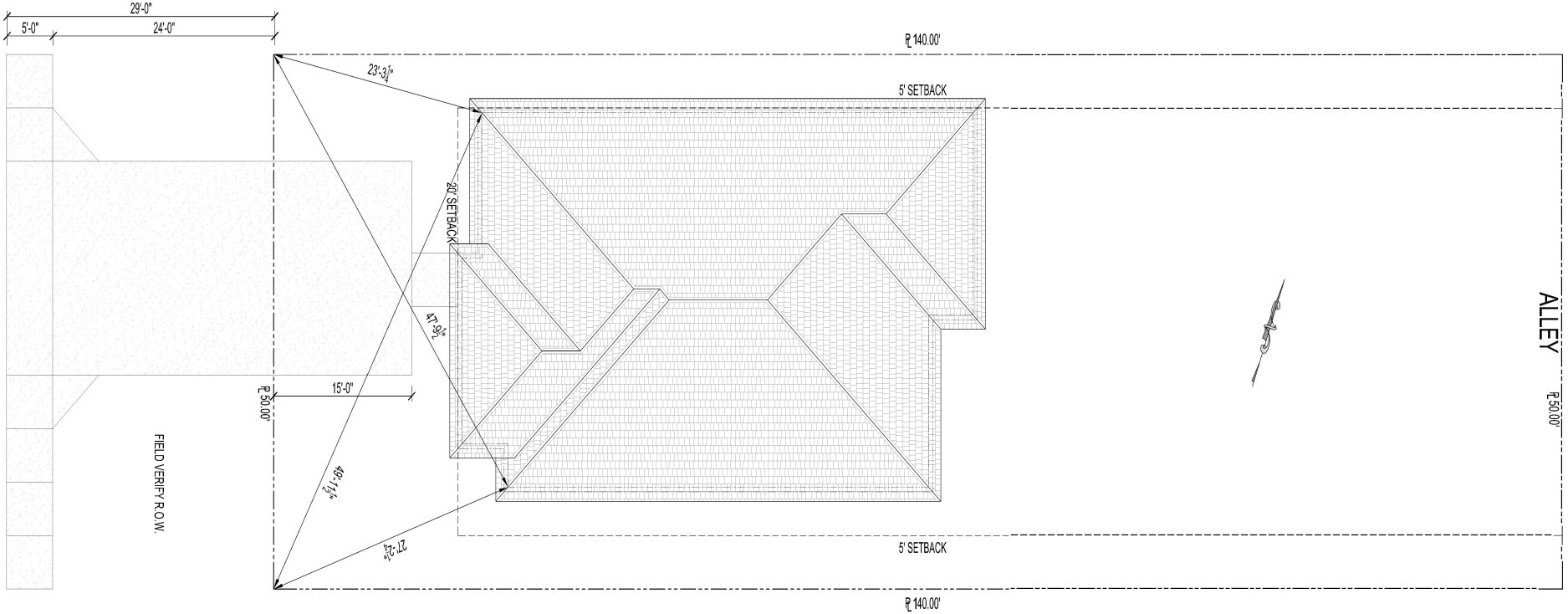
☐ Property Owner Authorization	☑ Dimensioned Site Plan
☐ Application Fee	☑ Plans in Digital Format (PDF/JPEG)

Check # Invoiced

Received By: Beatriz Deyo Date: RECEIVED FEB 28 2025

Initial: _____

****Application will not be considered for scheduling until reviewed by a planner.****



A C-1.0 SITE PLAN
SCALE: N.T.S.

1. DRIVEWAY DETAILS ON SHEET D-1.0

PRELIMINARY - NOT FOR CONSTRUCTION

THESE DOCUMENTS ARE INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION AND/OR PERMIT PURPOSES.

LOUIS CLAY
102 N MADISON ST
MIDLAND, TX
LOT 009; BLOCK 028
MOODY

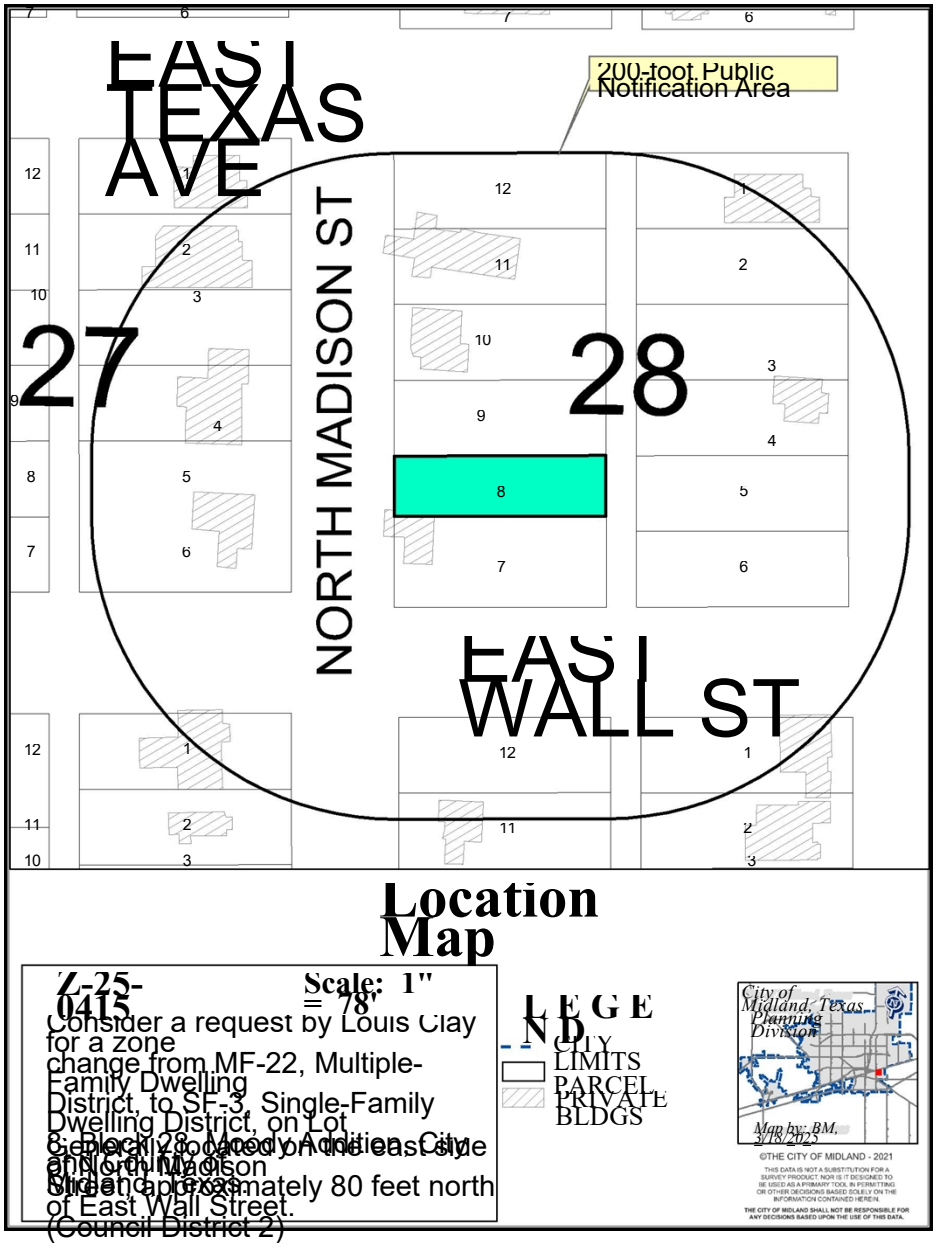
No.	Revision/Issue	Date
1	PRELIMINARY PLANS	02/27/25

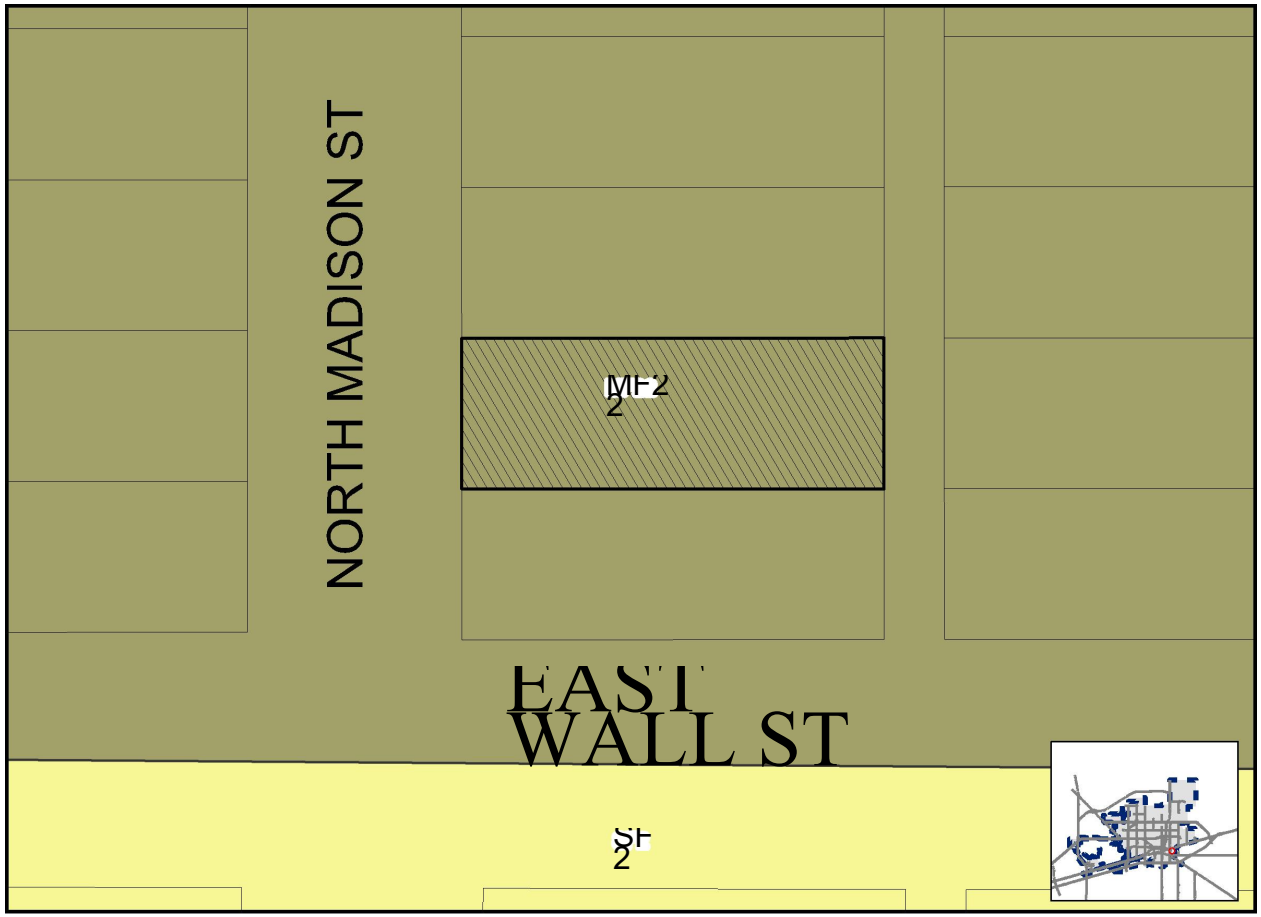
WEST TEXAS DESIGN GROUP
WTDG
CHANCE JONES
432-559-1830
CHANCE@WEST-TEXDG.COM

PROJECT NUMBER: 2024091	
DRAWN BY	ECJ
CHECKED BY	ECJ

Sheet 5 of 8
C-1.0

© 2025 WEST TEXAS DESIGN GROUP
The designs represented by these plans are copyrighted and are subject to copyright protection as an "Original Work". Unauthorized use of these plans (including form and arrangement of spaces), data and other aspects of the design will subject the infringer to damages and/or judicial action as provided by Federal Law. Any omissions, objections, errors, or changes to the plans after the final drawing are completed are not the responsibility of the designer.


EAST TEXAS AVE
200-foot Public Notification Area
NORTH MADISON ST
EAST WALL ST
27
28
Location Map
Z-25-0415
Scale: 1" = 78'
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 8, Block 28, Moody Addition, City of Midland, Midland County, Texas, generally located on the east side of North Madison Street, approximately 80 feet north of East Wall Street. (Council District 2)
LEGEND
CITY LIMITS
PARCEL
PRIVATE BLDGS
City of Midland, Texas Planning Division
Map by: BM, 3/18/2025
©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.



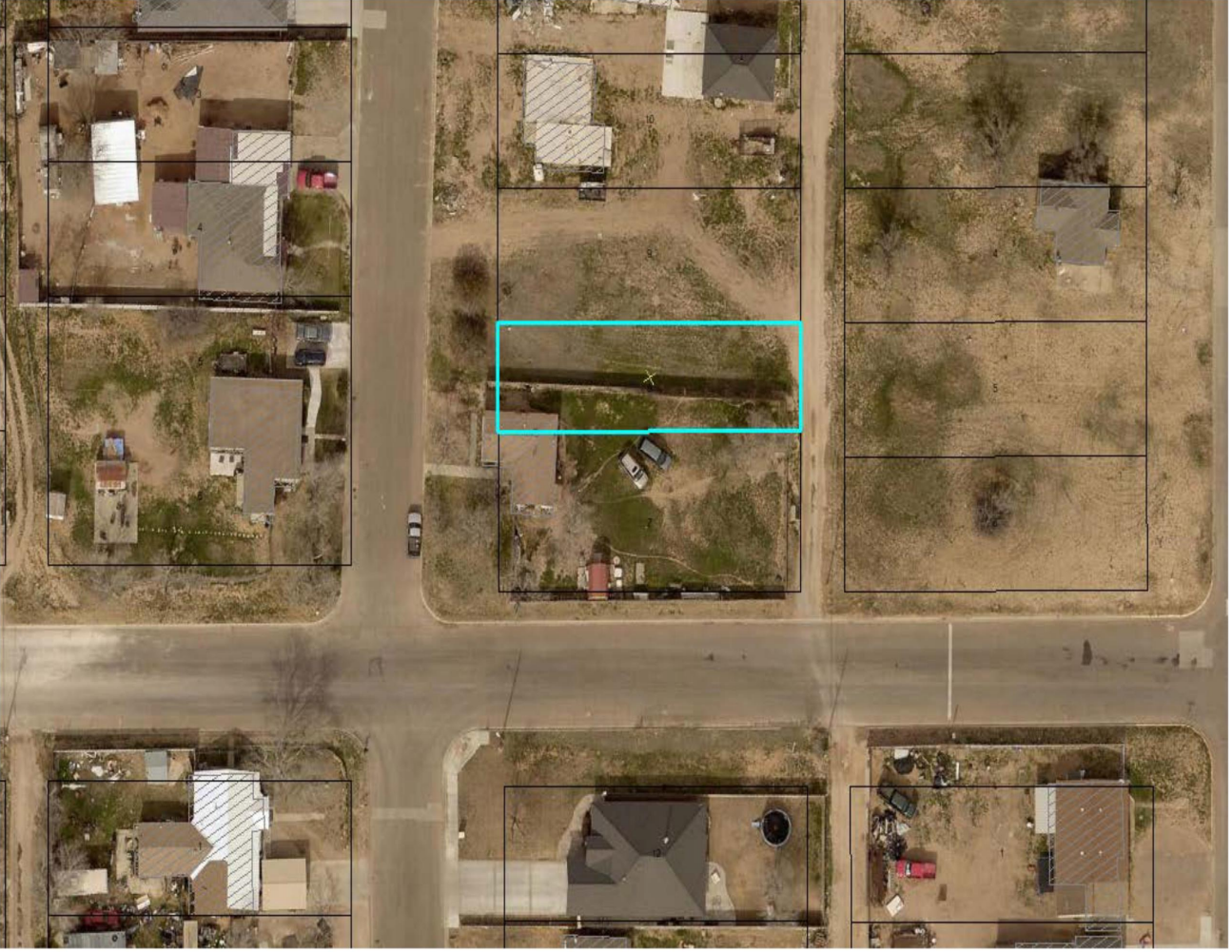
Map by: BM, 3/17/2025

Z-25-0415

Scale: 1" = 39'

ZONING MAP

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MIDLAND
Be the Energy!

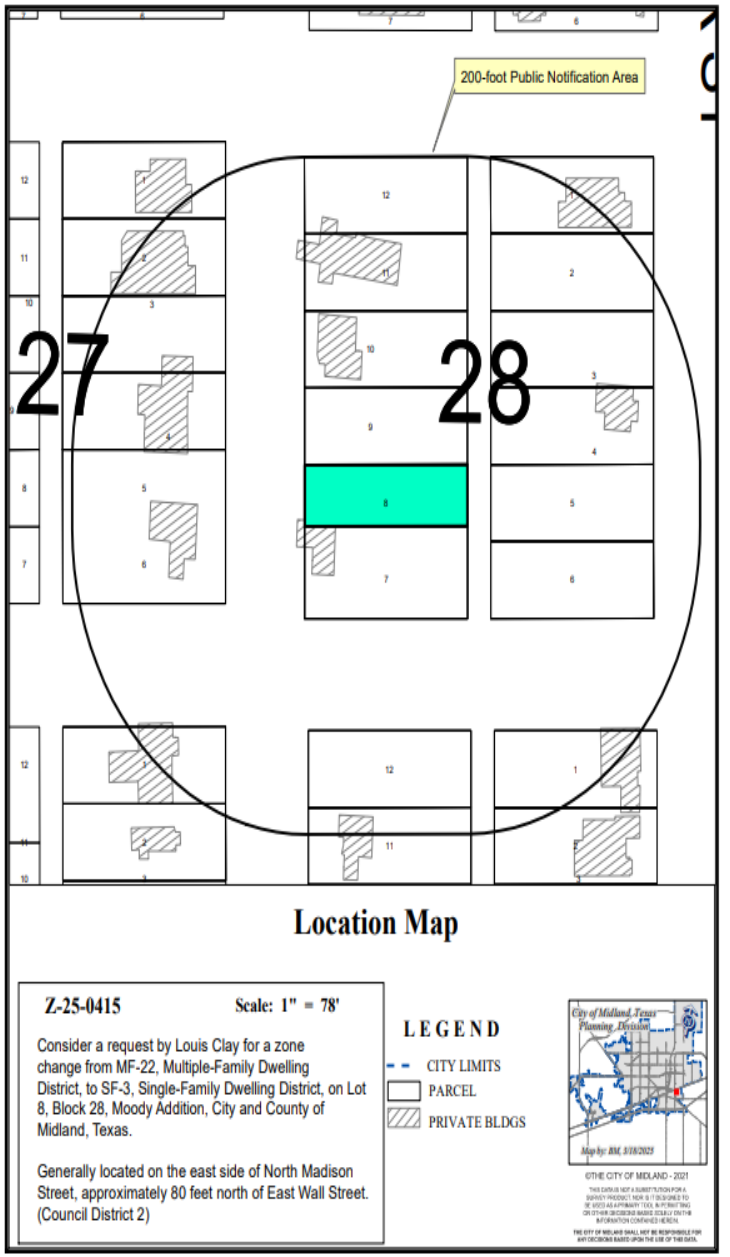
102 NORTH MADISON STREET

ZONE CHANGE

Visit Our Website
MIDLANDTEXAS.GOV

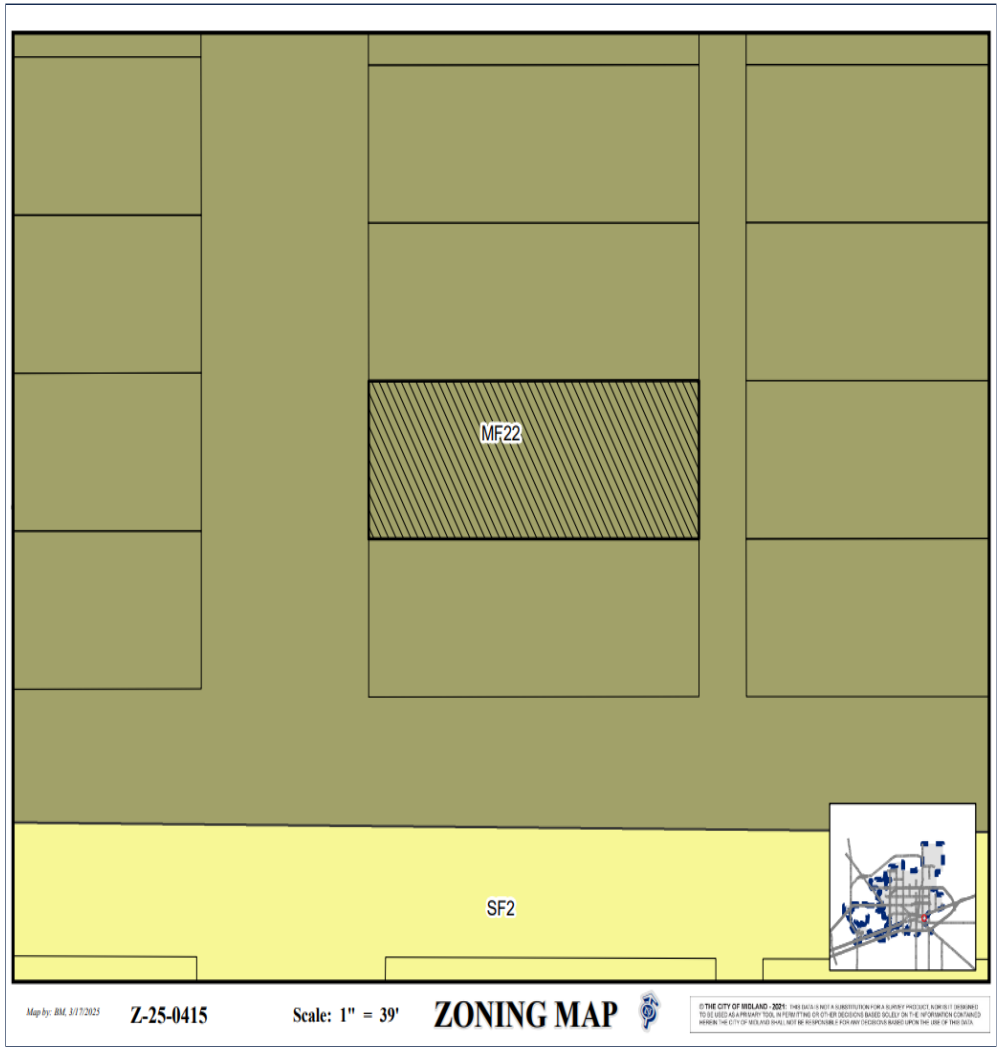
APPLICATION SUMMARY

- **Property Owner & Developer:** Louis Clay
- **Application Type:** Zone Change
- **Address:** 102 North Madison Street (Council District 2)



ZONING

- **Current Zoning:** MF-22, Multiple-Family Dwelling District
- **Surrounding Zoning:**
  - **North/South/East/West:** MF-22, Multiple-Family Dwelling District
- **Proposed Zoning:** SF-3, Single-Family Dwelling District



LAND USE

- **Current Use:** Vacant
- **Proposed Use:** Single-Family Dwelling
- **Surrounding Uses:**
  - **North/East:** Vacant
  - **South/West:** Single-Family Dwellings



MIDLAND
Be the Energy!

SITE PHOTO

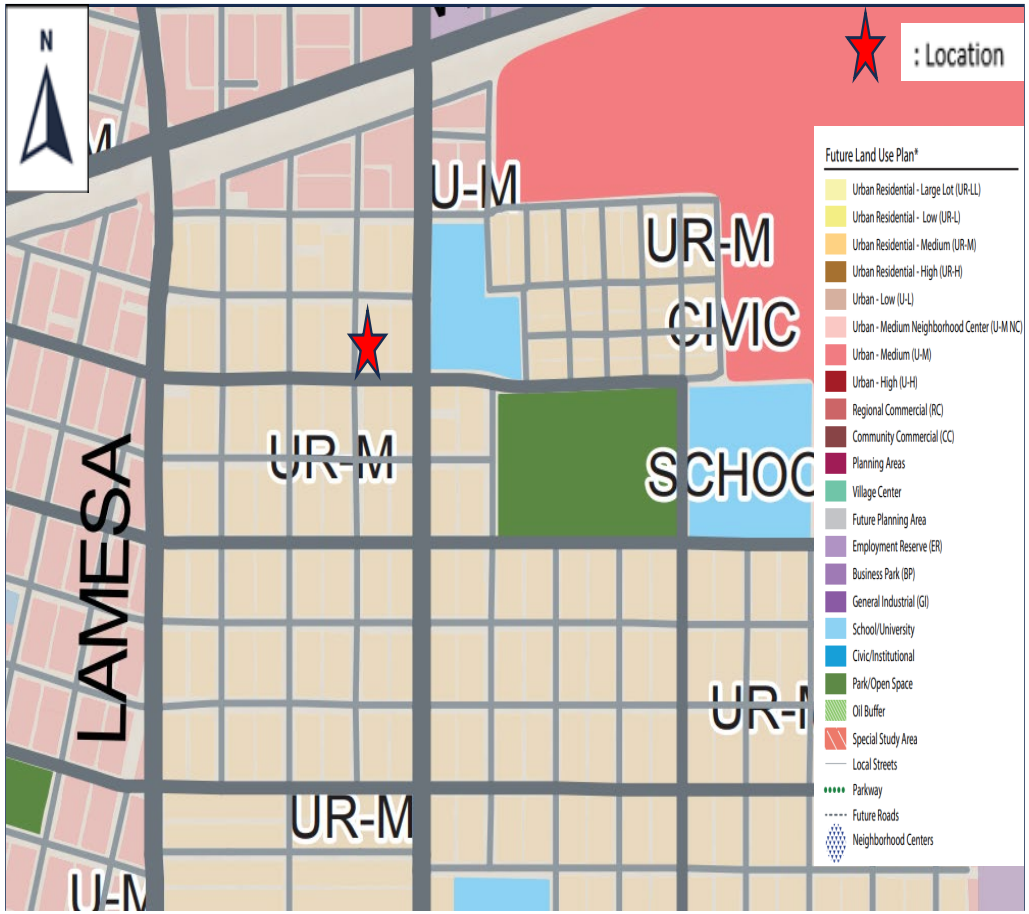


On North Madison Street, Looking East

MIDLAND
Be the Energy!

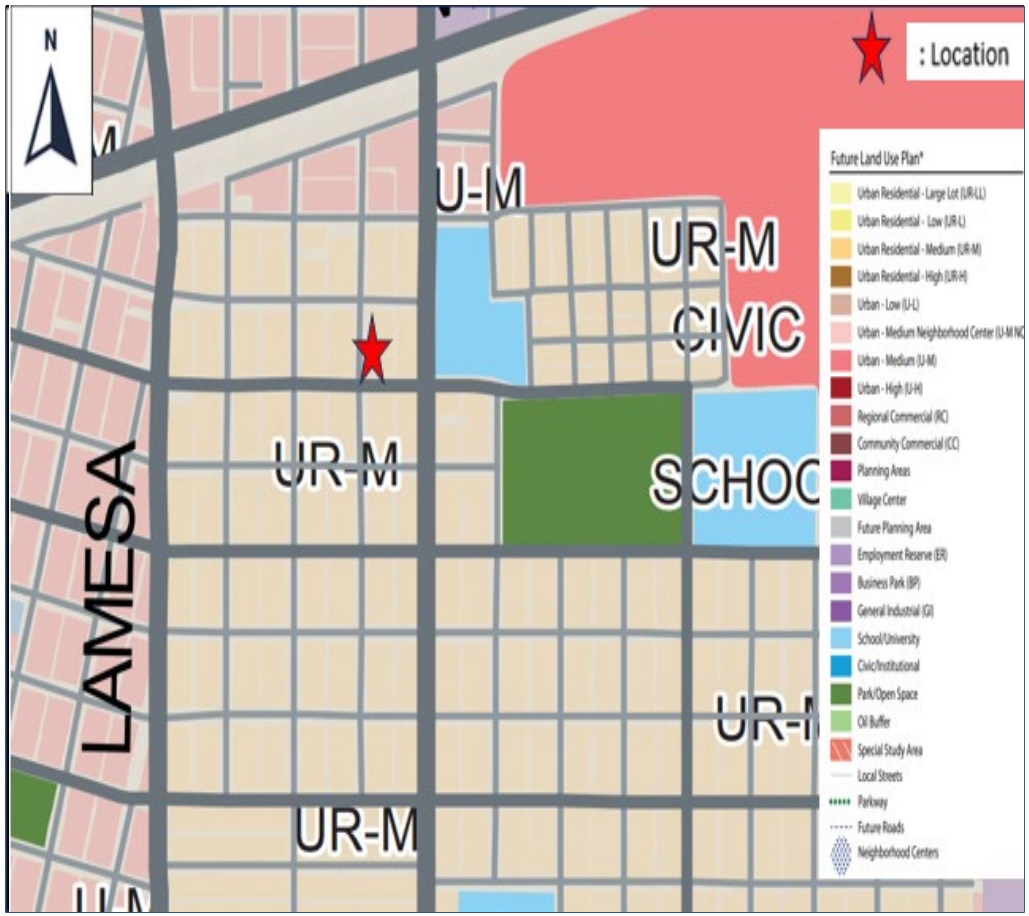
COMPREHENSIVE PLAN ANALYSIS

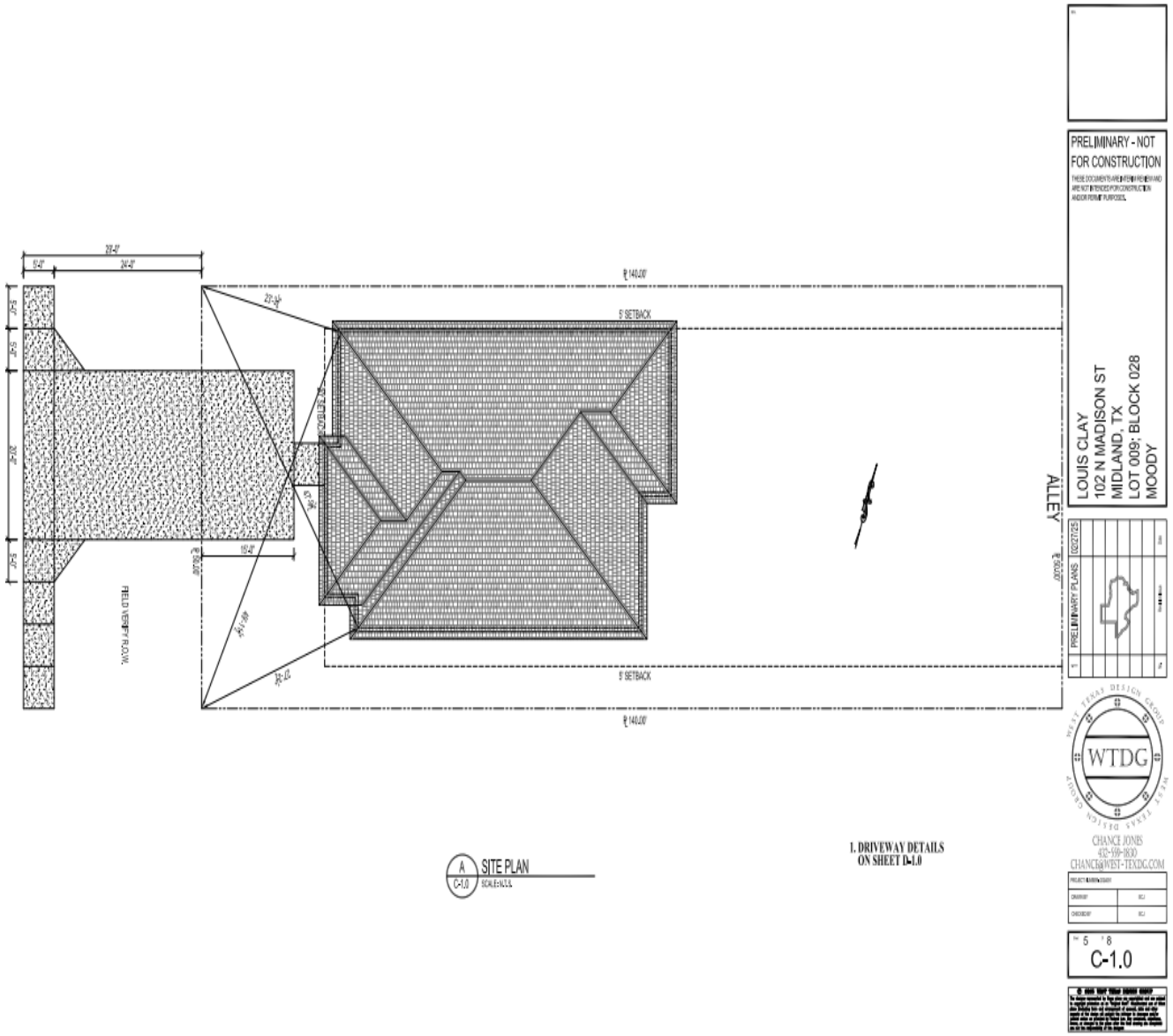
- **TCT Land Use Designation:**
  - Urban Residential-Medium (UR-M)
- **Supported Uses:**
  - Restrictive land use, emphasizing a mix of housing styles including single-family detached, single-family attached, and townhouses.



COMPREHENSIVE PLAN ANALYSIS

- **Supported Uses:**
  - Civic uses are generally allowed, with special permission for higher intensity uses.
- Request is **compatible** with the surrounding area and the Tall City Tomorrow Plan.




PRELIMINARY - NOT FOR CONSTRUCTION
LOUIS CLAY
102 N MADISON ST
MIDLAND, TX
LOT 009; BLOCK 028
MOODY
ALLEY
5' SETBACK
5' SETBACK
FIELD VERIFY FLOW
PRELIMINARY PLANS
02/27/25
WTDG
CHANCE JONES
432-599-1830
CHANCE@WEST-TEXDG.COM
C-1.0
A
C-1.0
SITE PLAN
1. DRIVEWAY DETAILS ON SHEET D-1.0

Site Plan

RELATED ITEMS

- The Planning and Zoning Commission recommended approval of this request on April 7, 2025



STAFF RECOMMENDATION

- No objections received.
- Staff recommends **APPROVAL** of this zone change from MF-22, Multiple-Family Dwelling District, to SF-3, Single-Family Dwelling District



MISSION

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



City Council Meeting

Item Number: 33

Meeting Date: May 13, 2025

To: City Council / City Manager

From: Britton Murry, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 48, WESTRIDGE PARK ADDITION, SECTION 55, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, OFFICE CENTER, RECREATION CENTER, AND SHOPPING CENTER TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF THOMASON DRIVE AND SOUTH LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Kent Distributors, Incorporated, on behalf of MNG KK 327 LLC, is requesting a Zone Change from PD, Planned Development District for a Housing Development, Office Center, Recreation Center, and Shopping Center to C, Commercial District for the construction of a gas station and automotive service garage on a property located at 5501 Thomason Drive.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

PD, Planned Development District for a Housing Development, Office Center, Recreation Center, and Shopping Center.

Surrounding Zoning and Land Use:

The property to the north is zoned PD, Planned Development District for and Office Center, and is a church. The properties to the west and south are zoned PD, Planned Development District and consist of vacant land. The property to the east is zoned PD, Planned Development District for a Shopping Center and is a gas station.

Analysis:

The subject property is zoned PD, Planned Development District for a Housing Development, Office Center, Recreation Center, and Shopping Center. Kent Distributors, Incorporated, is seeking this zone change to develop a Gas Station and an Automobile Service Garage. The underlying zoning for the current PD, Planned Development District is O-2, Office District, which does not permit either use that is being proposed [Midland City Code 4.03]. The established Planned Development District also requires that any new development must comply with the rules, regulations, and site plan of said Planned Development.

This zone change would allow for the new development to establish a zoning district that better fits the proposed use while also not having to amend the current PD ordinance. Per the Nonresidential Zoning District Dimensional Regulations Chart, this lot meets the requirements for the C, Commercial District zoning. [Midland City Code Section 5.05]

This Tall City Tomorrow Comprehensive Plan, Chapter 3; designates this area as a Special Study Area. This designation has no policies established.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

Planning:

Staff recommends approval of this Zone Change from PD, Planned Development District for a Housing Development, Office Center, Recreation Center, and Shopping Center to C, Commercial District.

Letters of Objection:

Staff has not received any letters of objection as of May 2, 2025.

Attachments:

Application
Maps
Aerial
Site Photo
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 48, WESTRIDGE PARK ADDITION, SECTION 55, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, OFFICE CENTER, RECREATION CENTER, AND SHOPPING CENTER TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF THOMASON DRIVE AND SOUTH LOOP 250 WEST); 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 2, Block 48, Westridge Park Addition, Section 55, City and County of Midland, Texas (the "Property"), to C, Commercial 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 PD, Planned Development District for a Housing Development, Office Center, Recreation Center, and Shopping Center to C, Commercial 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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-25-0420

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: KEVIN FRYER		Phone (432) 520-4000 Email kfryer@kentoil.com	
Address 3510 N A ST	City MIDLAND	State TX	Zip 79705

Property Owner Printed Name: MNG KK 327 LLC		Phone (858) 546-0033 Email	
Address 415 S CEDROS AVE	City SOLANA BEACH	State CA	Zip 92075

Representative *(if different from Applicant or Property Owner)* Firm: KENT DISTRIBUTORS, INCORPORATED Printed Name: KEVIN FRYER		Phone (432) 520-4000 Email	
Address 3510 N A ST	City MIDLAND	State TX	Zip 79705

Street Address: 5501 THOMASON DRIVE, MIDLAND, TX 79703

Legal Description
Lot: 3 Block: 48 Subdivision: WESTRIDGE PARK ADDITION, SECTION 55

Current Zoning: PD, PLANNED DEVELOPMENT DISTRICT	**Proposed Zone:** C, COMMERCIAL DISTRICT *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: To allow for the highest and best use of the subject property

Present Use of Property: Land Under Development

Proposed Use of Property: Retail

How would this zone change affect the public health, safety and welfare?
Retail Development would be a public benefit bringing much needed services to this fast-growing area

Describe how conditions affecting the property have changed since present zoning designation: Multiple parcels have been sold out of the original, larger parcel

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 4/3/2025
Applicant (printed): KEVIN FRYER	
Property Owner (signature):	Date: 4/3/2025
Property Owner (printed) : John Bosman	

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 KEVIN FRYER who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by JOHN BOSMAN, 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 3 day of April, 2025, to certify which witness my hand and seal of office.

BARBARA JEAN JAMES
Notary Public, State of Texas
Comm. Expires 04-27-2028
Notary ID 3359136

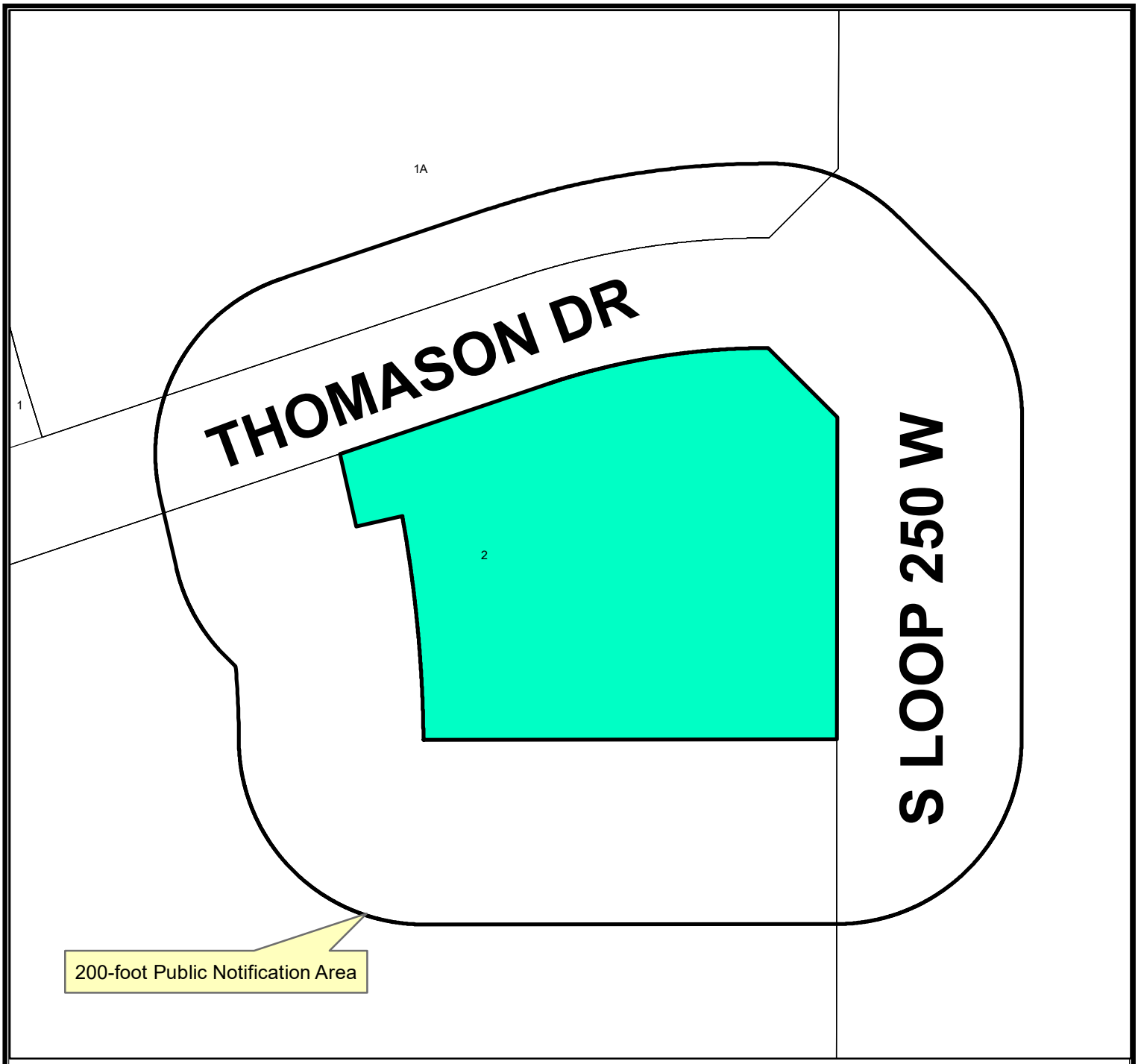
Barbara Jean James

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:

Application will not be considered for scheduling until reviewed by a planner.



Location Map

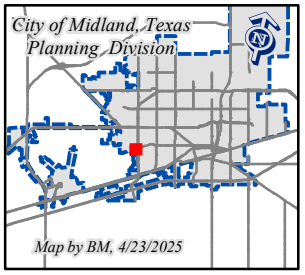
Z-25-0420 **Scale: 1" = 155'**

Consider a request by Kent Distributors, Incorporated, on behalf of MNG KK 327, LLC, for a Zone Change from PD, Planned Development District, to C, Commercial District, on Lot 2, Block 48, Westridge Park Addition, Section 55, City and County of Midland, Texas.

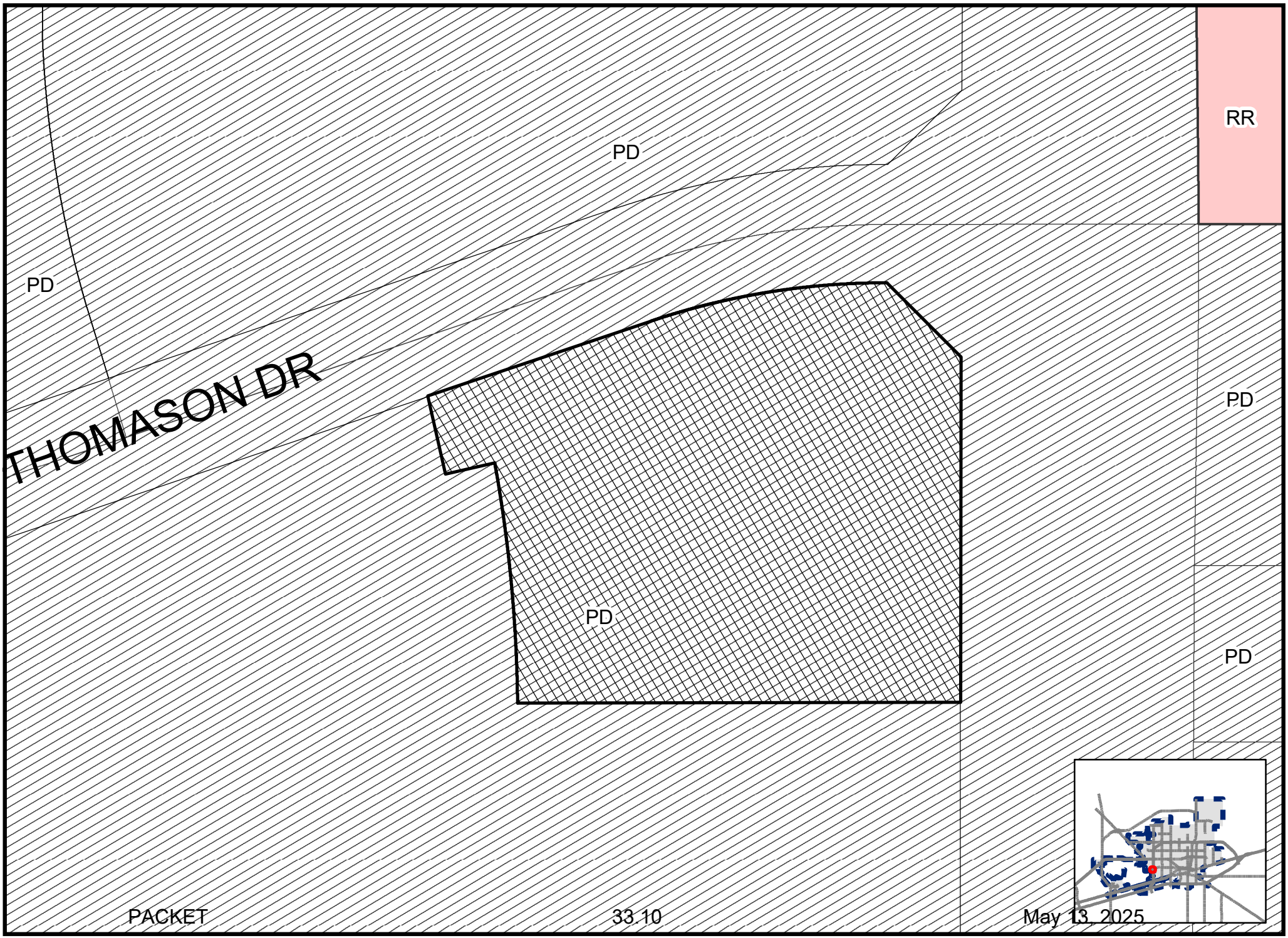
Generally located at the southwest corner of the intersection of Thomason Drive and South Loop 250 West. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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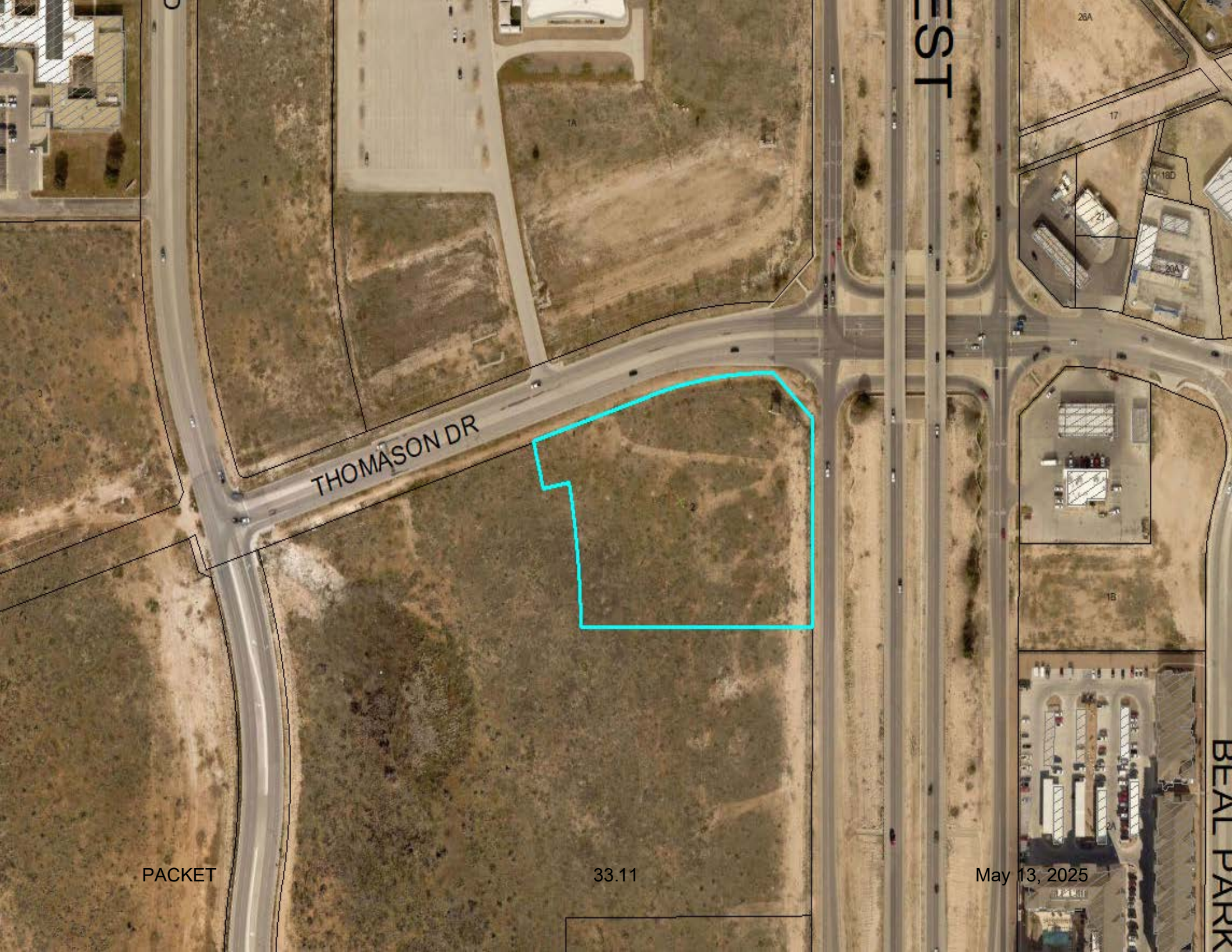
Map by BM, 4/23/2025

Z-25-0420

Scale: 1" = 122'

ZONING MAP

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THOMASON DR
EST
BEAL PARK



MIDLAND
Be the Energy!

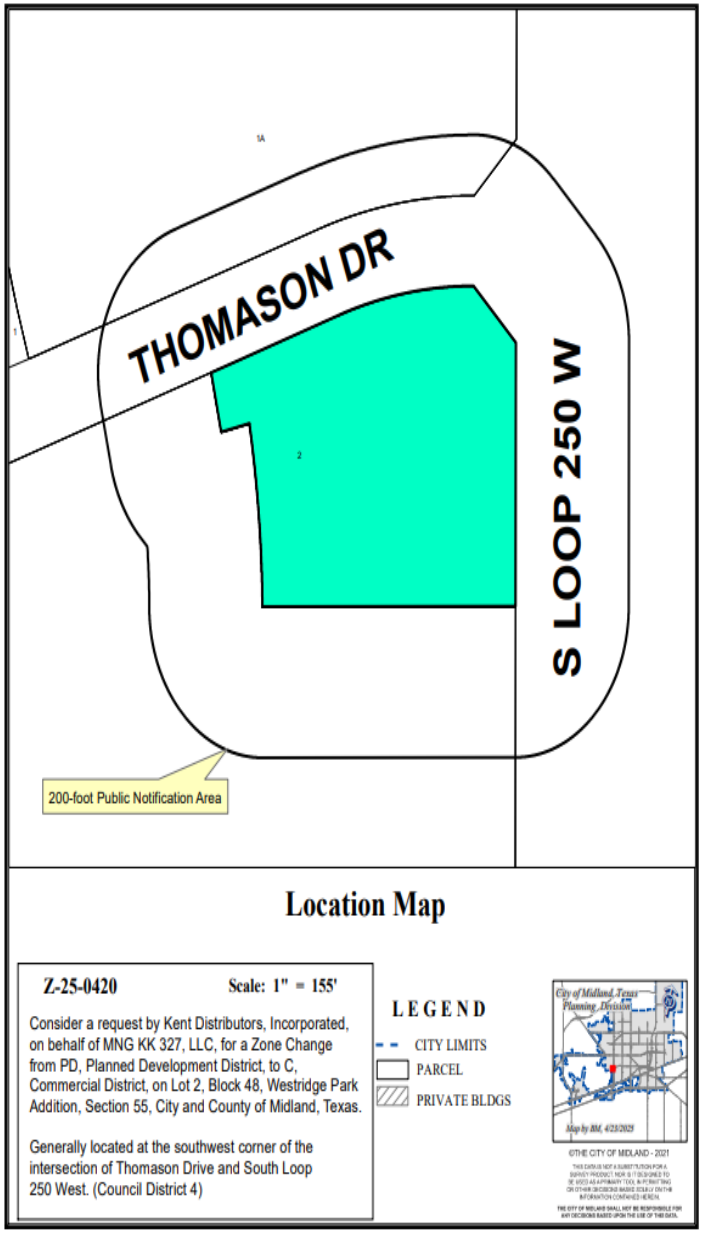
5501 THOMASON DRIVE

ZONE CHANGE

Visit Our Website
MIDLANDTEXAS.GOV

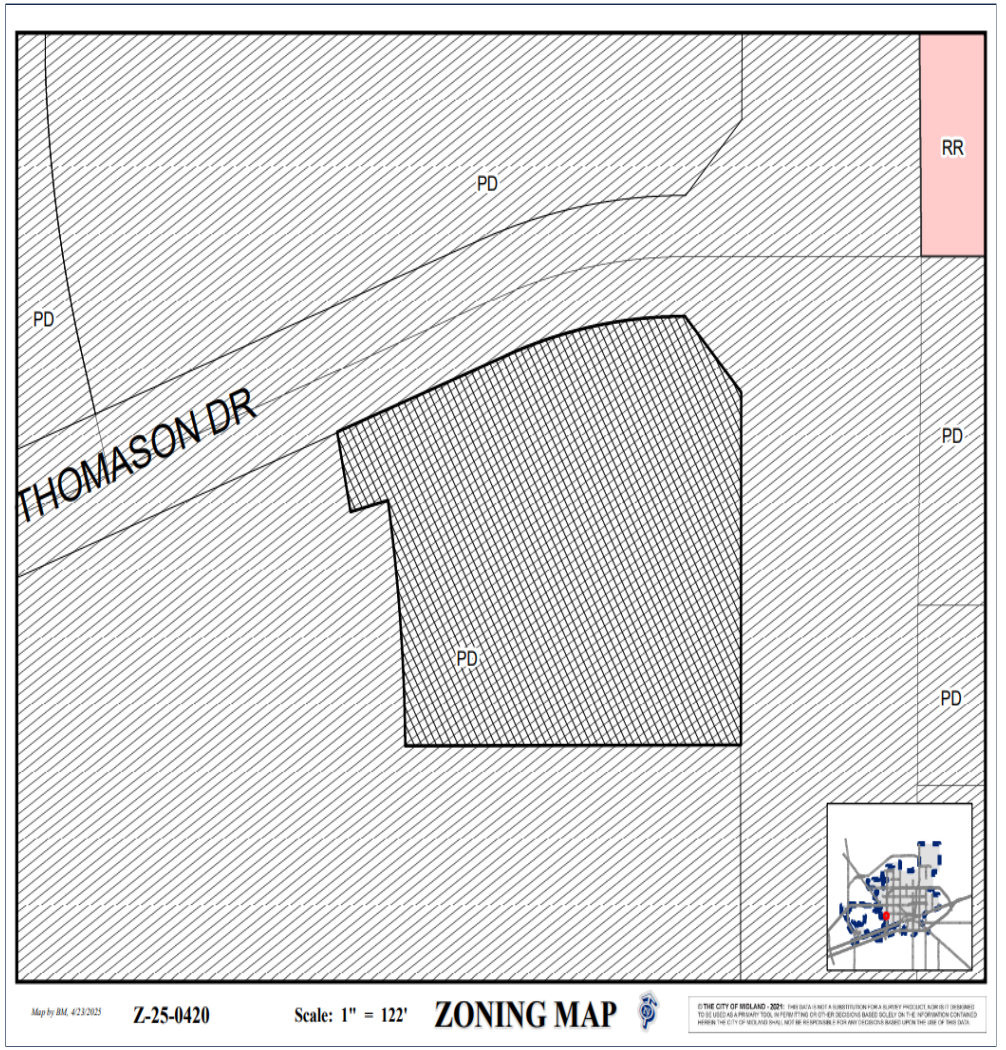
APPLICATION SUMMARY

- **Property Owner:** MNG KK 327, LLC
- **Representative:** Kevin Fryer, with Kent Distributors, Incorporated
- **Application Type:** Zone Change
- **Address:** 5501 Thomason Drive (Council District 4)



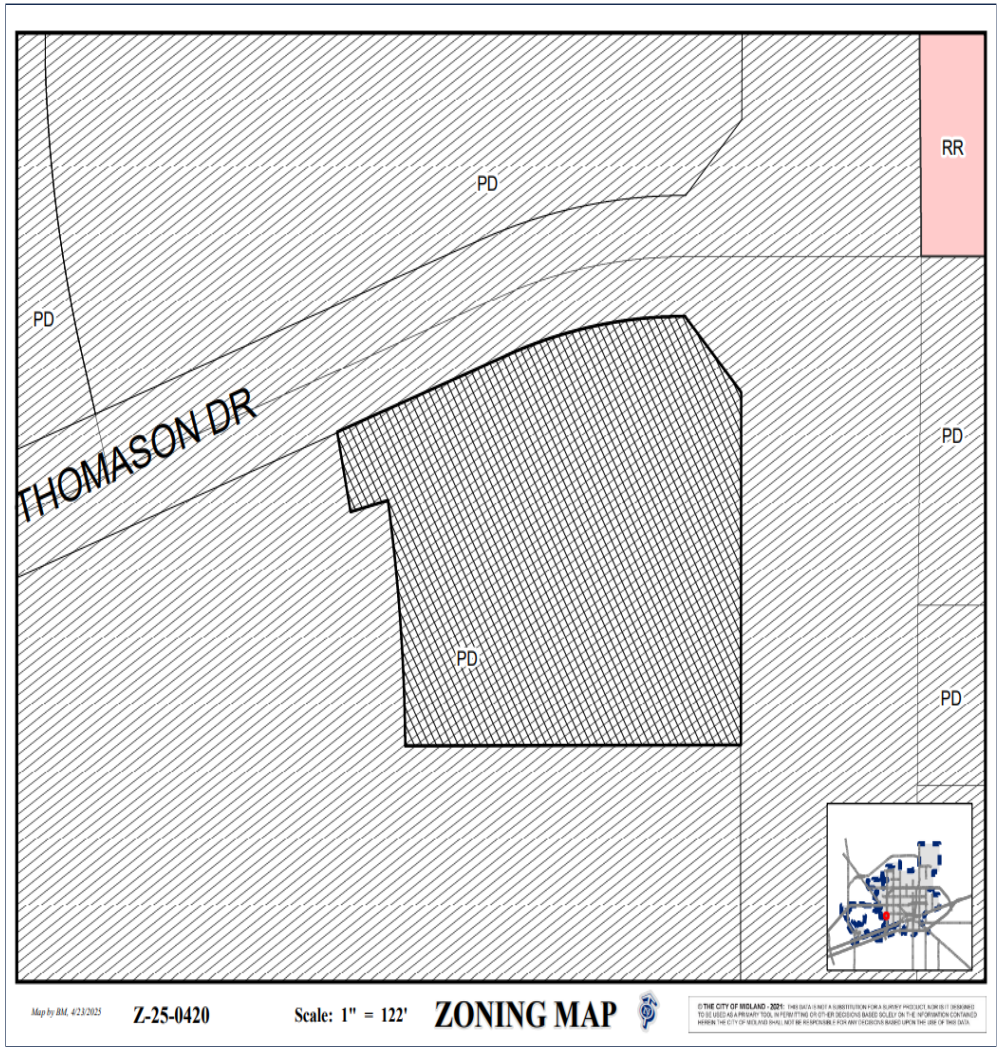
ZONING

- **Current Zoning:** PD, Planned Development District for a Housing Development, Office Center, Recreation Center, and Shopping Center
- **Surrounding Zoning:**
  - **North:** PD, Planned Development District for an Office Center
  - **East:** PD, Planned Development District for a Shopping Center



ZONING

- **Surrounding Zoning:**
  - **South/West:** PD, Planned Development District for a Housing Development, Office Center, Recreation Center, and Shopping Center
- **Proposed Zoning:** C, Commercial District



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Vacant
- **Proposed Use:** Gas Station and Automotive Service Garage
- **Surrounding Uses:**
  - **North:** Church
  - **East:** Gas Station
  - **South/West:** Vacant



MIDLAND
Be the Energy!

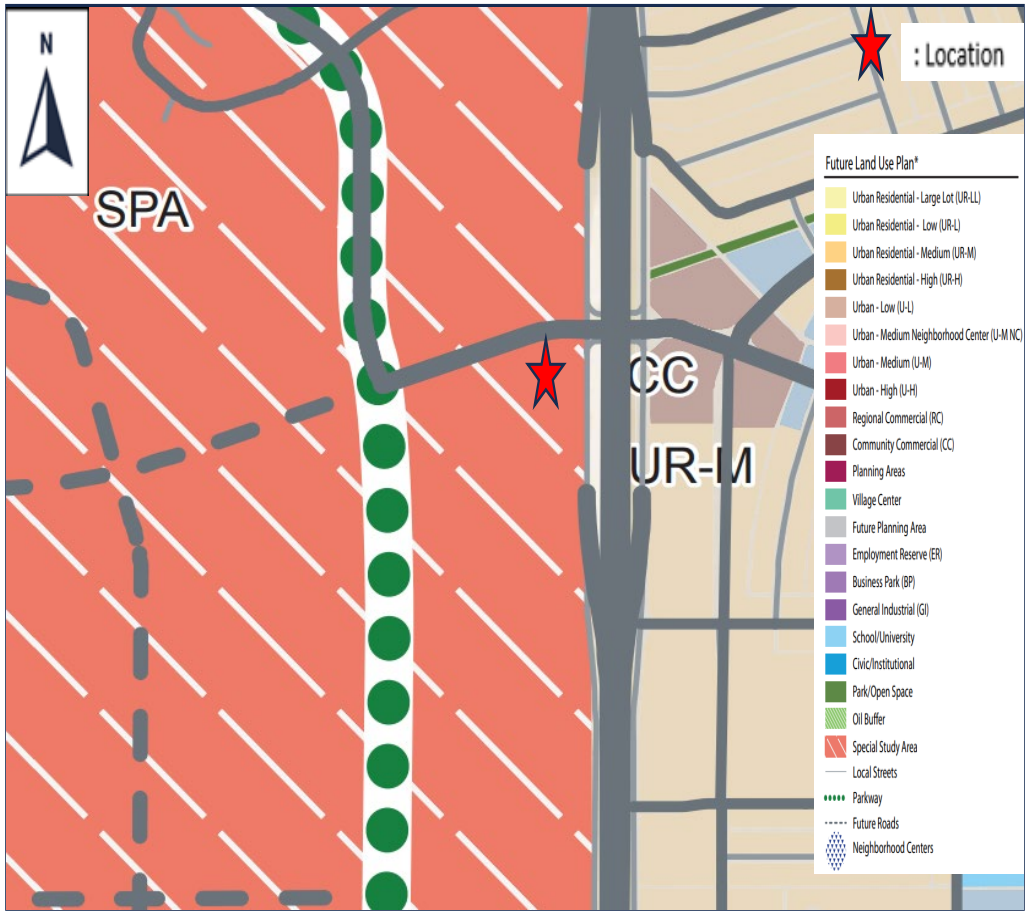
SITE PHOTO



On Thomason Drive, Looking South

COMPREHENSIVE PLAN ANALYSIS

- **TCT Land Use Designation:**
  - Special Study Area
- **Supported Uses:**
  - This is a special study area and there are no policies established for this location.



MIDLAND Be the Energy!

STAFF RECOMMENDATION

- No objections received.
- The Planning and Zoning Commission recommend approval of this request on May 5, 2025.
- Staff recommends **APPROVAL** of this zone change from PD, Planned Development District for a Housing Development, Office Center, Recreation Center, and Shopping Center, to C, Commercial District



MISSION

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



City Council Meeting

Item Number: 34

Meeting Date: May 13, 2025

To: City Council / City Manager

From: Landon Ochoa, Planning Division Manager

Subject: AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 0.4282-ACRE TRACT OF LAND OUT OF SECTION 13, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE INTERSECTION OF SOUTH COUNTY ROAD 1232 AND WEST COUNTY ROAD 120); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: NONE) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

Midland County is requesting an annexation for the intersection of C R 120 and C R 1232 for the inclusion of a traffic signal into City limits for signal maintenance purposes.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Strategic Priority:

Set the Standard for a Safe and Secure City

Discussion:

The portion of right-of-way is currently in the process of being annexed into city limits. The

service agreement between the City and the County was executed on March 31, 2025. This annexation will allow for maintenance of a traffic signal at this intersection. Given the that annexation boundary is entirely ROW, no initial zoning request is necessary.

The Tall City Tomorrow Comprehensive Plan has no designation for this area.

This project has been circulated to all respective departments for internal review and received no objections.

Engineering: (Approved)

No objections. [For the Applicant's information only.].

Transportation: (Approved)

No objections. [For the Applicant's information only.].

Fire: (Approved)

No comments or objections.

Building Code: (Approved)

No Objections.

Oil and Gas: (Approved)

No Oil and Gas issues.

GIS: (Approved)

No comments.

Planning: (Approved)

No Planning issues.

Letters of Objection:

As of May 2, 2025, staff has not received any objection letters.

Attachments:

Application
Service agreement
Maps
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 0.4282-ACRE TRACT OF LAND OUT OF SECTION 13, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE INTERSECTION OF SOUTH COUNTY ROAD 1232 AND WEST COUNTY ROAD 120); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, a public hearing before the City Council of the City of Midland, Texas, a home rule municipal corporation, was held in the City Council Chamber on May 13, 2025, during which all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory; and

WHEREAS, notice of the public hearing was published on the City of Midland, Texas' Internet website on April 24, 2025, and the notice remained posted until the date of the public hearing; and

WHEREAS, notice of the public hearing was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on April 25, 2025; and

WHEREAS, all required notices of the proposed annexation and the public hearing were given in accordance with applicable laws; and

WHEREAS, the City of Midland has entered into a written agreement with the owner(s) of the hereinafter described territory for the provision of services in said area;

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

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

> Being a 0.4282-acre tract of land out of Section 13, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas, and being more fully described by metes and bounds in the petition for annexation attached hereto as Exhibit A and incorporated herein by reference for all legal purposes.

SECTION TWO. That this ordinance shall be published in the official newspaper in the City of Midland, Texas, and the same shall not be effective until after the publication thereof.

SECTION THREE. That the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for the purpose of recording in the Deed Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

EXHIBIT A

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Midland County ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Terry Johnson

Printed Name

Midland County Judge

Title

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 5 day of MARCH, 2025, by TERRY JOHNSON in the capacity herein stated.

MY COMMISSION EXPIRES

10/21/27

JENNIFER HILTON NOTARY PUBLIC STATE OF TEXAS ID# 128723988 EXPIRES 10-21-2027

Notary Public, State of TEXAS

EXHIBIT 'A'

METES AND BOUNDS

BEING a 0.4282 acre tract of land situated in Section 13, Block 40, Township 2 South, T&P Railroad Company Survey, Abstract No. 53, Midland County, Texas, and being a portion of a tract of land described in Surface Deed to Midland County, Texas, as recorded in Document Number 2016-28763, Deed Records of Midland County, Texas (D.R.M.C.T.), said 0.4282 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron rod with cap stamped "LCA" for the northwest corner of said Midland County tract and the northeast corner of a tract of land described in Special Warranty Deed to Arkose Royalties, LLC, as recorded in Document Number 2023-16564, D.R.M.C.T., being locatable by NAD83 Grid Coordinate N=10,674,241.26', E=1,736,623.65';

THENCE North 75 degrees 08 minutes 36 seconds East, along the north line of said Midland County tract, a distance of 311.21 feet to a point for the northeast corner of said Midland County tract and the northwest corner of a tract of land described in Surface Deed to Midland County, Texas, as recorded in Document Number 2021-15163, D.R.M.C.T., said point being on a curve to the right, having a radius of 1,948.84 feet and whose chord bears South 29 degrees 22 minutes 07 seconds East, a distance of 61.98 feet;

THENCE Southeasterly, along the common line of said Midland County tracts and along said curve to the right, through a central angle of 01 degree 49 minutes 20 seconds and an arc length of 61.98 feet to a found 1/2-inch iron rod with cap stamped "MAVERICK" for the southwest corner of said Midland County (2021-15163) tract and the northwest corner of a tract of land described in General Warranty Deed to Veteran Fabrication, LLC as recorded in Document Number 2021-26452, D.R.M.C.T.,;

THENCE South 75 degrees 08 minutes 36 seconds West, over and across said Midland County (2016-28763) tract, a distance of 310.19 feet to a point on the west line of said Midland County tract and the east line of said Arkose Royaties tract, from which a found 1/2-inch iron rod bears South 30 degrees 16 minutes 55 seconds East, a distance of 20.52 feet;

THENCE North 30 degrees 16 minutes 55 seconds West, along the west line of said Midland County tract and the east line of said Arkose Royaties tract, a distance of 62.24 feet to the POINT OF BEGINNING and containing 0.4282 acres (or 18,652 square feet) of land, more or less.

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone 4203, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.999899 was used for this project.

B011101.002

A plat of even date accompanies this metes and bounds description.

OCTOBER 10, 2024

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

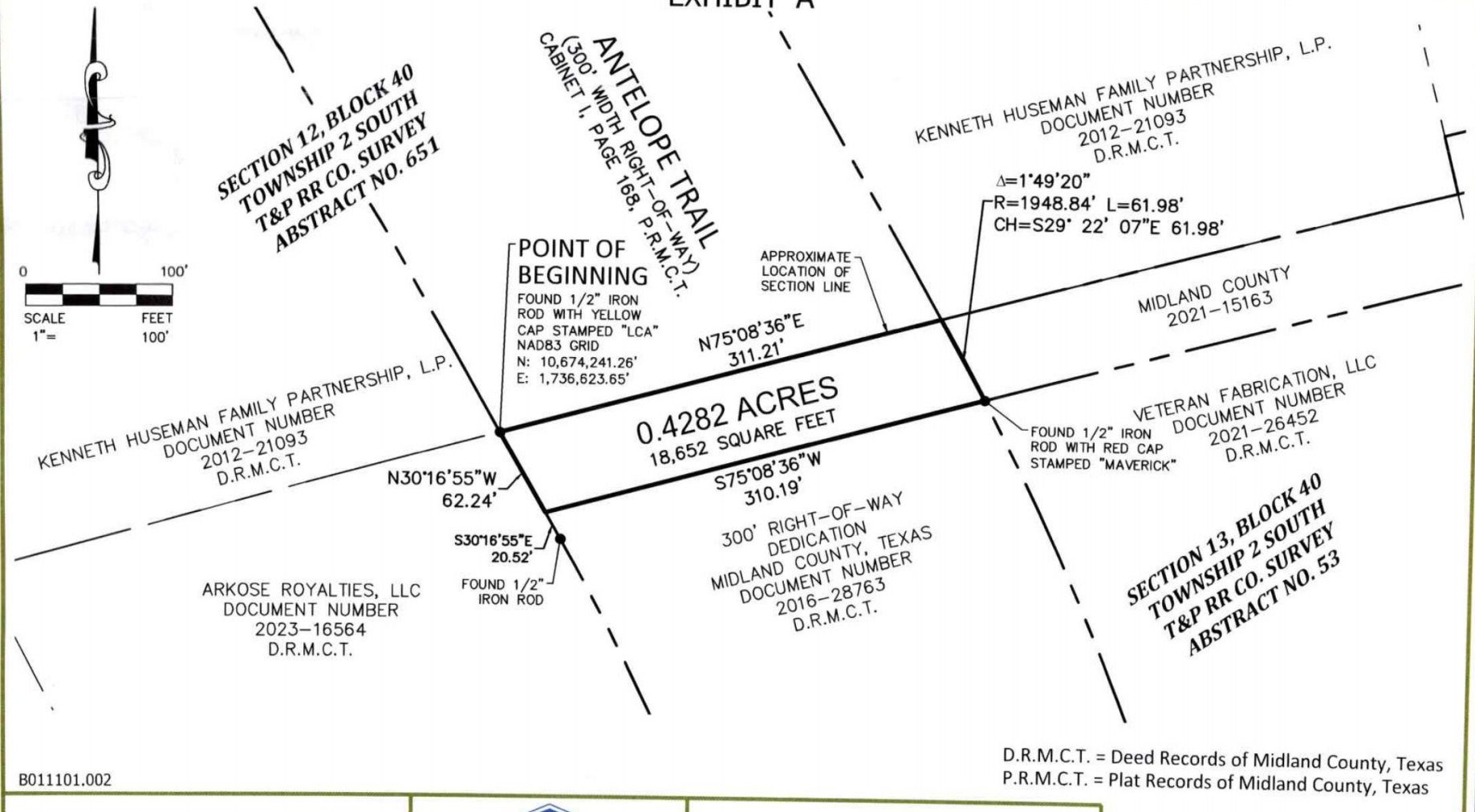
STATE OF TEXAS
REGISTERED
KEVIN JUNGE
6765
PROFESSIONAL
LAND SURVEYOR

ANNEXATION

0.4282 ACRES or 18,652 SQ. FT.
OF
ANTELOPE TRAIL (COUNTY ROAD 1232)
DOCUMENT NUMBER 2016-28763
D.R.M.C.T.
SITUATED IN
SECTION 13, BLOCK 40, TOWNSHIP 2 SOUTH
T&P RR CO. SURVEY, ABSTRACT NO. 53
CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

PLOTTED BY: Kevin Junge ON: Thursday, October 10, 2024 AT: 9:15 AM FILEPATH: P:\011100\011101\002\Survey\Drawings\B011101.002 CR 120 Expansion Boundary SURFACE.dwg

EXHIBIT 'A'



D.R.M.C.T. = Deed Records of Midland County, Texas
P.R.M.C.T. = Plat Records of Midland County, Texas

B011101.002

A metes and bounds description of even date accompanies this plat.

OCTOBER 10, 2024

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

STATE OF TEXAS
REGISTERED
KEVIN JUNGE
6765
PROFESSIONAL
SURVEYOR

ANNEXAITON

0.4282 ACRES or 18,652 SQ. FT.
OF
ANTELOPE TRAIL (COUNTY ROAD 1232)
DOCUMENT NUMBER 2016-28763
D.R.M.C.T.
SITUATED IN
SECTION 13, BLOCK 40, TOWNSHIP 2 SOUTH
T&P RR CO. SURVEY, ABSTRACT NO. 53
CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone 4203, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.999899 was used for this project.

PLOTTED BY: Kevin Junge ON: Thursday, October 10, 2024 AT: 9:15 AM FILEPATH: P:\011100\011101\002\Survey\Drawings\B011101.002 CR 120 Expansion Boundary SURFACE.dwg

MIDLAND
Planning Division

Annexation/Initial Zoning Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Midland County		Phone (432) 688-4311 Email tjohnson@mcounty.com	
Address 500 N LORAINE	City MIDLAND	State TX	Zip 79701

Property Owner Printed Name: MIDLAND COUNTY		Phone (432) 688-4311 Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: Midland County		Phone (432) 688-4311 Email	
Address	City	State	Zip

Street Address: Intersection of WCR 120 and Antelope Trail

Legal Description
Lot: Block: Subdivision:

Current Zoning:	**Proposed Zone:** *(List by tracts if more than one district is requested)*

Reason for Annexation/Zone Change Request: _____
Inclusion of traffic signal into City of Midland for signal maintenance purposes

Present Use of Property: County public road

Proposed Use of Property: City public road

How would this annexation/zone change affect the public health, safety and welfare? _____
Traffic/safety improvement

Describe how this annexation/zone change will affect adjacent properties: 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):	Date:
Applicant (printed): Terry Johnson	
Property Owner (signature):	Date:
Property Owner (printed) : Terry Johnson	

The Annexation/Initial Zoning 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	☐ Metes and Bounds (Sealed by Surveyor)
☐ Application Fee	☐ Files in Digital Format (PDF/JPEG)
Check #_____	☐ Petition
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****

VG-36-2025-8937

Midland County
Alison Haley
Midland County Clerk

Instrument Number: 8937

Real Property Recordings

Recorded On: April 11, 2025 08:33 AM

Number of Pages: 14

" Examined and Charged as Follows: "

Total Recording: $73.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	8937
Receipt Number:	20250411000022
Recorded Date/Time:	April 11, 2025 08:33 AM
User:	Dyleana H
Station:	cc13413

Record and Return To:

CITY OF MIDLAND
ATTN: RACHEL GUENTENSBERGER
P O BOX 1152
MIDLAND TX 79701

COUNTY COURT
MIDLAND COUNTY, TEXAS

STATE OF TEXAS
Midland County
I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Midland County, Texas

PACKET Alison Haley
Midland County Clerk
Midland County, TX

34.12

May 13, 2025
Alison Haley

VG-36-2025-7926

Midland County
Alison Haley
Midland County Clerk

Instrument Number: 7926

Real Property Recordings

Recorded On: April 01, 2025 09:03 AM

Number of Pages: 13

" Examined and Charged as Follows: "

Total Recording: $69.00

This is being filed to make a correction to the date of execution from "2024" to "2025" on page 1.

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	7926
Receipt Number:	20250401000035
Recorded Date/Time:	April 01, 2025 09:03 AM
User:	Aaliyah A
Station:	cc13413

Record and Return To:

CITY OF MIDLAND
ATTN: JAN HAMILTON
PO BOX 1152
MIDLAND TX 79701

COUNTY COURT MIDLAND COUNTY, TEXAS

STATE OF TEXAS
Midland County
I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Midland County, Texas

Alison Haley
Midland County Clerk
Midland County, TX

May 1, 2025

SERVICE AGREEMENT

THIS AGREEMENT is made and effective the 31st day of March, 2025 by and between the CITY OF MIDLAND, TEXAS, hereinafter called "CITY," and Midland County, hereinafter referred to as "PETITIONER," whether one or more.

WHEREAS, a petition for annexation of a 0.4282-acre tract of land out of Section 13, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas, said tract being more fully described by metes and bounds therein (the "Area"), has been submitted to CITY by PETITIONER, the owner(s) of the land located in the Area, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, before CITY annexes the Area, CITY and PETITIONER must enter into a written agreement for the provision of services in the Area in accordance with Section 43.0672 of the Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is (1) to list each service CITY will provide in the Area on the effective date of the annexation, (2) to establish a schedule that includes the period within which CITY will provide each service in the Area that is not provided on the effective date of the annexation, if any, and (3) to establish the duty of PETITIONER to pay fees similar to impact fees in the event that CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees. PETITIONER understands and agrees that CITY is not required to provide a service that is not included in this Agreement. PETITIONER further understands and agrees that the execution of this Agreement does not constitute a promise by CITY to annex the Area and that this Agreement is not a permit for purposes of Chapter 245 of the Local Government Code.

ARTICLE II. TERM

The term of this Agreement shall be one year; provided, however, that if CITY annexes the Area within one year from the effective date, the term of this Agreement shall continue until such time when all services described in this Agreement are provided in the Area, and at such time, the Agreement shall terminate and shall be of no further force or effect except for those provisions that expressly survive

termination. If CITY does not annex the Area during the term of this Agreement, this Agreement shall terminate and shall be of no further force or effect, and CITY shall have no duty to provide services to the Area.

ARTICLE III. SERVICES TO BE PROVIDED UPON ANNEXATION

CITY will provide the following services in the Area on the date that the ordinance annexing the Area becomes effective:

A. **Engineering:** CITY's Engineering Services Department will maintain streets, drainage facilities, and rights-of-way in accordance with CITY policies, procedures, and ordinances and applicable laws. PETITIONER understands and agrees that PETITIONER may be required to construct public improvements, including but not limited to (i) roadways adjacent to property located in the Area upon platting and (ii) roadway connections to existing facilities in the Area upon issuance of building permits in accordance with applicable laws and ordinances. PETITIONER understands and agrees that the Area will be included in CITY's service area of CITY's drainage utility.

B. **Utilities:** CITY will provide water services and wastewater collection services, upon platting property in the Area, in accordance with the City Code at rates established by ordinances for such services; provided, however, that no such service shall be provided until the public improvements necessary therefor have been constructed and CITY has approved said improvements. PETITIONER understands and agrees that CITY may require PETITIONER to construct such public improvements in accordance with applicable laws and ordinances.

C. **Development:** CITY's Development Services Department will provide planning, land development, land use, building review and inspection, and code enforcement services in accordance with applicable laws, rules, regulations, and ordinances.

D. **Police:** CITY's Police Department will provide emergency and routine call response, traffic enforcement, and law enforcement services in the Area.

E. **Fire:** CITY's Fire Department will provide emergency service for fire protection services and emergency medical services.

F. **Community Services:** CITY's Community Services Department will provide access to services and programs that may be offered by the Health and Senior Services Division, services and programs that may be offered by Animal Services Division, and access to City-owned parks.

G. **Solid Waste:** CITY's Solid Waste Department will provide residential garbage pickup service only. PETITIONER understands and agrees that CITY will not provide garbage pickup services to new commercial developments.

Regarding the services described above, PETITIONER understands and agrees that CITY

will provide a level of services that is comparable to the level of services available in other parts of the City of Midland with topography, land use, and population density similar to those reasonably contemplated or projected for the Area. PETITIONER understands and acknowledges that any CITY departments or divisions identified above may change names or be reorganized. Any reference to a specific CITY department or division also includes any subsequent CITY department or division that will provide the same or similar services.

ARTICLE IV. INTENTIONALLY OMMITTED

ARTICLE V. 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. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VI. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, PETITIONER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH PETITIONER 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, CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VII. ATTORNEYS' FEES

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to

any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §37.001, et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys' fees to which the prevailing party might otherwise be entitled.

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

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

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT. PETITIONER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS

AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE VIII. INDEMNIFICATION

PETITIONER SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEYS' FEES, THAT ARE RELATED IN ANY WAY TO ANY ACTION THAT CITY TAKES IN FURTHERANCE OF THE ANNEXATION OF THE AREA OR A CONTIGUOUS RIGHT-OF-WAY, INCLUDING BUT NOT LIMITED TO AN ACTION TAKEN BY CITY THAT IS ALLEGED TO HAVE BEEN TAKEN IN VIOLATION OF CHAPTER 43 OF THE LOCAL GOVERNMENT CODE OR ANY OTHER APPLICABLE LAW, RULE OR REGULATION. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE IX. GENERAL PROVISIONS

A. **Governing law and venue.** This Agreement shall be governed by the laws of the State of Texas. All performance made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

B. **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 PETITIONER: Midland County
500 North Loraine,
Midland, Texas 79701

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

C. **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.

D. **Use of language.** Words in the singular shall be held to include the plural, unless the context otherwise requires.

E. **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.

F. **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.

G. **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, PETITIONER or PETITIONER'S legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which PETITIONER will settle, the physical and mailing addresses of PETITIONER at the time and date the claim was presented and the physical and mailing addresses of PETITIONER for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom PETITIONER relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to PETITIONER that PETITIONER'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements

pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, PETITIONER'S failure to comply with the requirements herein shall perpetually bar PETITIONER'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. **PETITONER AGREES THAT THE REQUIREMENTS OF THIS ENTIRE AGREEMENT ARE REASONABLE.**

H. **Covenants run with the land.** The provisions of this Agreement are covenants that run with the land located in the Area. CITY and PETITIONER agree that this Agreement may be recorded in the deed records of the county in which the Area is located. CITY and PETITIONER acknowledge and agree that this Agreement is binding upon CITY and PETITIONER and their respective successors, executors, heirs, and assigns, as applicable.

I. The provisions of this Article shall survive termination of this Agreement.

[Signature pages follow]

EXECUTED the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

PETITIONER:

By: _____

Name: Terry Johnson

Title: County Judge

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this 19 day of MARCH, 20 25, personally appeared TERRY JOHNSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that said person 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 19 day of MARCH, 20 25.

JENNIFER HILTON NOTARY PUBLIC STATE OF TEXAS ID# 128723988 EXPIRES 10-21-2027

_____

Notary Public, State of Texas

EXHIBIT "A" TO SERVICE AGREEMENT

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Midland County ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Terry Johnson

Printed Name

Midland County Judge

Title

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 5 day of MARCH, 2025, by TERRY JOHNSON in the capacity herein stated.

MY COMMISSION EXPIRES

10/21/27

JENNIFER HILTON NOTARY PUBLIC STATE OF TEXAS ID# 128723988 EXPIRES 10-21-2027

Notary Public, State of TEXAS

EXHIBIT 'A'

METES AND BOUNDS

BEING a 0.4282 acre tract of land situated in Section 13, Block 40, Township 2 South, T&P Railroad Company Survey, Abstract No. 53, Midland County, Texas, and being a portion of a tract of land described in Surface Deed to Midland County, Texas, as recorded in Document Number 2016-28763, Deed Records of Midland County, Texas (D.R.M.C.T.), said 0.4282 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron rod with cap stamped "LCA" for the northwest corner of said Midland County tract and the northeast corner of a tract of land described in Special Warranty Deed to Arkose Royalties, LLC, as recorded in Document Number 2023-16564, D.R.M.C.T., being locatable by NAD83 Grid Coordinate N=10,674,241.26', E=1,736,623.65';

THENCE North 75 degrees 08 minutes 36 seconds East, along the north line of said Midland County tract, a distance of 311.21 feet to a point for the northeast corner of said Midland County tract and the northwest corner of a tract of land described in Surface Deed to Midland County, Texas, as recorded in Document Number 2021-15163, D.R.M.C.T., said point being on a curve to the right, having a radius of 1,948.84 feet and whose chord bears South 29 degrees 22 minutes 07 seconds East, a distance of 61.98 feet;

THENCE Southeasterly, along the common line of said Midland County tracts and along said curve to the right, through a central angle of 01 degree 49 minutes 20 seconds and an arc length of 61.98 feet to a found 1/2-inch iron rod with cap stamped "MAVERICK" for the southwest corner of said Midland County (2021-15163) tract and the northwest corner of a tract of land described in General Warranty Deed to Veteran Fabrication, LLC as recorded in Document Number 2021-26452, D.R.M.C.T.,;

THENCE South 75 degrees 08 minutes 36 seconds West, over and across said Midland County (2016-28763) tract, a distance of 310.19 feet to a point on the west line of said Midland County tract and the east line of said Arkose Royaties tract, from which a found 1/2-inch iron rod bears South 30 degrees 16 minutes 55 seconds East, a distance of 20.52 feet;

THENCE North 30 degrees 16 minutes 55 seconds West, along the west line of said Midland County tract and the east line of said Arkose Royaties tract, a distance of 62.24 feet to the POINT OF BEGINNING and containing 0.4282 acres (or 18,652 square feet) of land, more or less.

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone 4203, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.999899 was used for this project.

B011101.002

A plat of even date accompanies this metes and bounds description.

OCTOBER 10, 2024

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

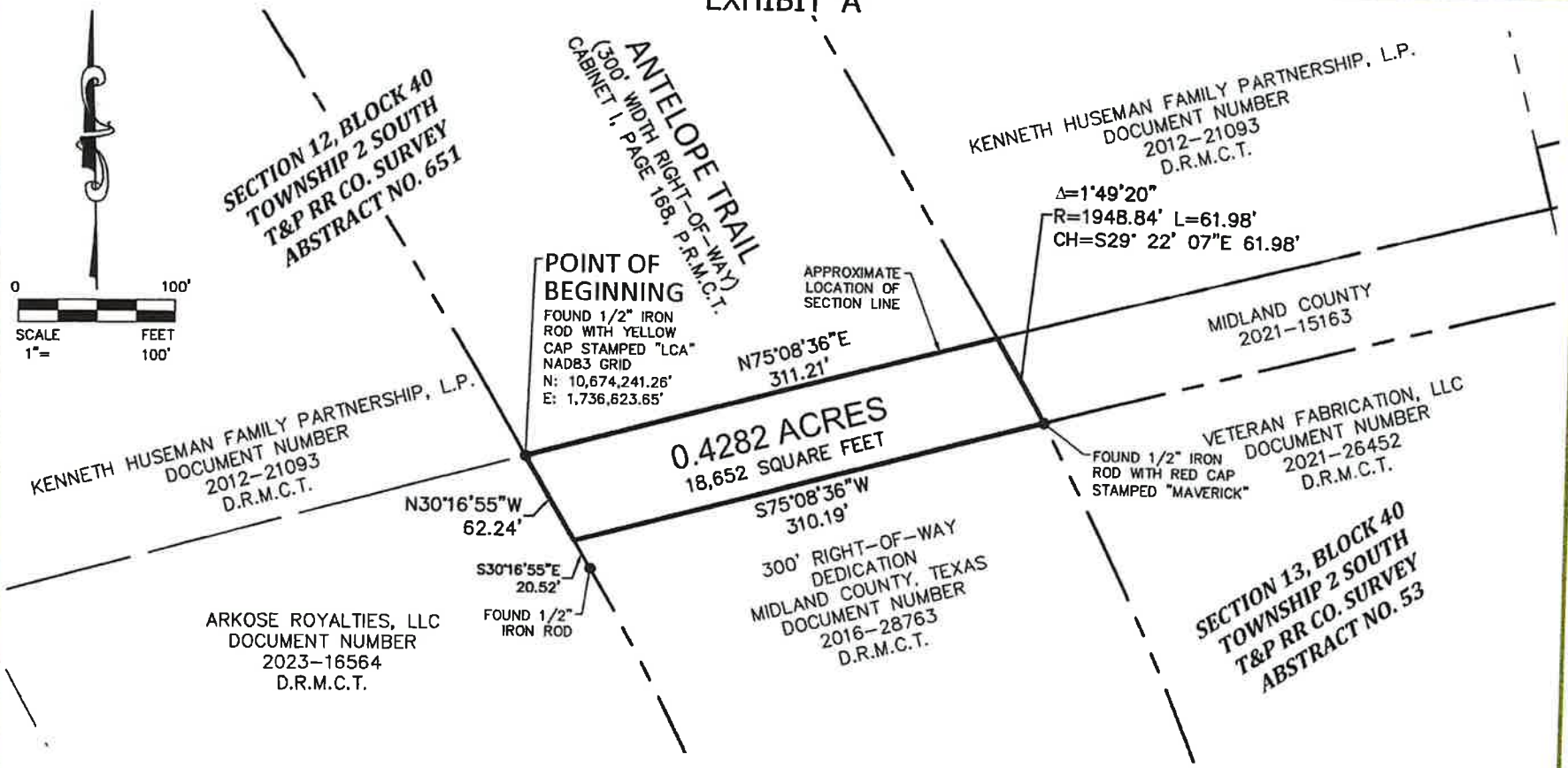
STATE OF TEXAS
REGISTERED
KEVIN JUNGE
6765
PROFESSIONAL
LAND SURVEYOR

ANNEXATION

0.4282 ACRES or 18,652 SQ. FT.
OF
ANTELOPE TRAIL (COUNTY ROAD 1232)
DOCUMENT NUMBER 2016-28763
D.R.M.C.T.
SITUATED IN
SECTION 13, BLOCK 40, TOWNSHIP 2 SOUTH
T&P RR CO. SURVEY, ABSTRACT NO. 53
CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

PLOTTED BY: Kevin Junge ON: Thursday, October 10, 2024 AT: 9:15 AM FILEPATH: P:\011100\011101\002\Survey\Drawings\B011101.002 CR 120 Expansion Boundary SURFACE.dwg

EXHIBIT 'A'



D.R.M.C.T. = Deed Records of Midland County, Texas
P.R.M.C.T. = Plat Records of Midland County, Texas

B011101.002

A metes and bounds description of even date accompanies this plat.

OCTOBER 10, 2024

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

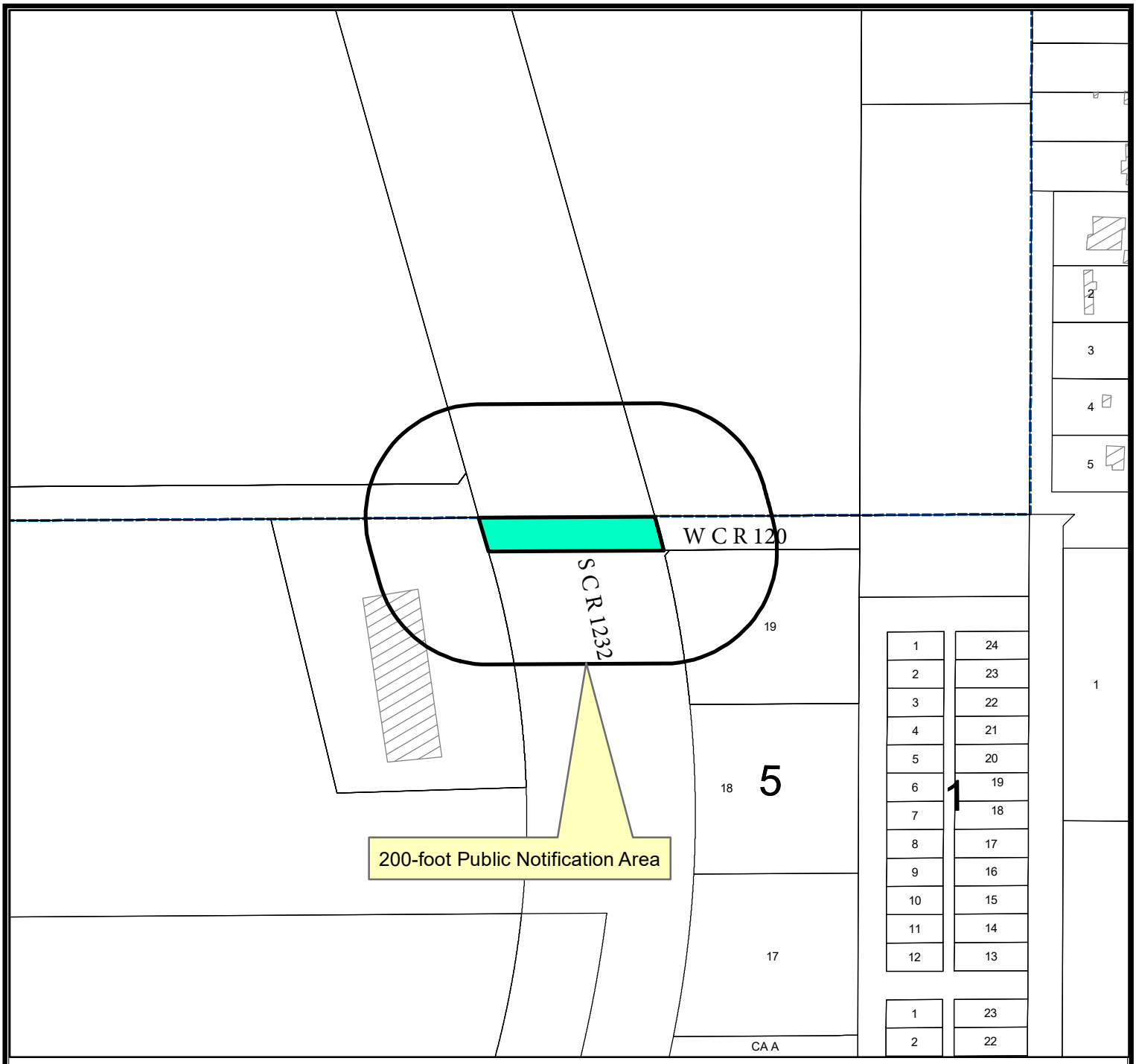
STATE OF TEXAS
REGISTERED
KEVIN JUNGE
6765
PROFESSIONAL
SURVEYOR

ANNEXAITON

0.4282 ACRES or 18,652 SQ. FT.
OF
ANTELOPE TRAIL (COUNTY ROAD 1232)
DOCUMENT NUMBER 2016-28763
D.R.M.C.T.
SITUATED IN
SECTION 13, BLOCK 40, TOWNSHIP 2 SOUTH
T&P RR CO. SURVEY, ABSTRACT NO. 53
CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone 4203, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.999899 was used for this project.

PLOTTED BY: Kevin Junge ON: Thursday, October 10, 2024 AT: 9:15 AM FILEPATH: P:\011100\011101\002\Survey\Drawings\B011101.002 CR 120 Expansion Boundary SURFACE.dwg



Location Map

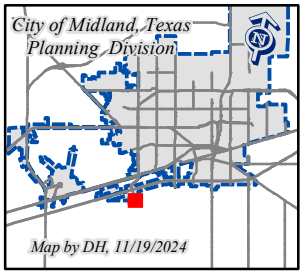
A-24-0049 **Scale: 1" = 253'**

An ordinance on a request by Midland County, for an annexation of a 0.4282-acre tract of land out of the south part of Section 13, Block 40, T-2-S, T&P RR. Co Survey, Midland County, Texas.

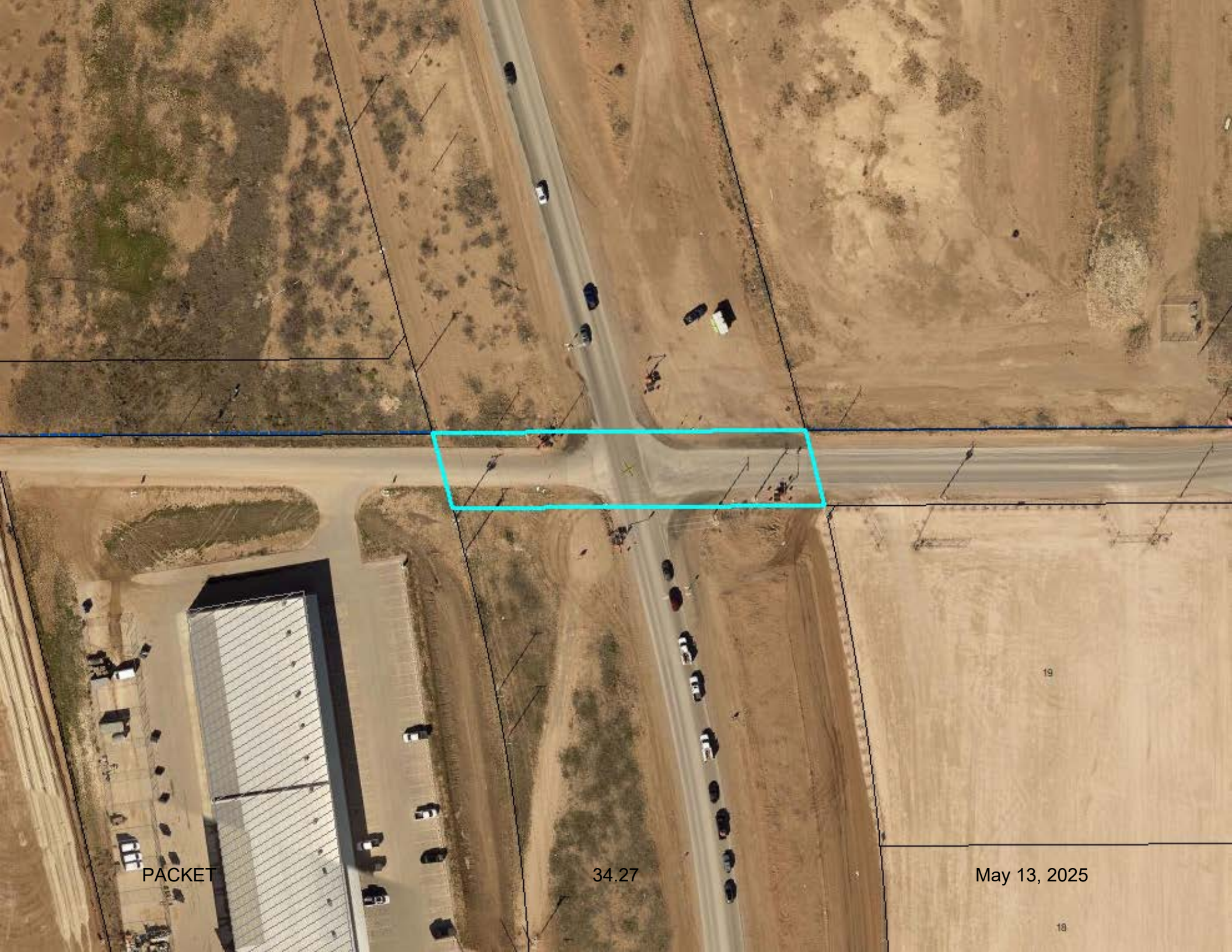
Generally located at the intersection of South County Road 1232 and West County Road 120. (ETJ)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ABSTRACT NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


19
19

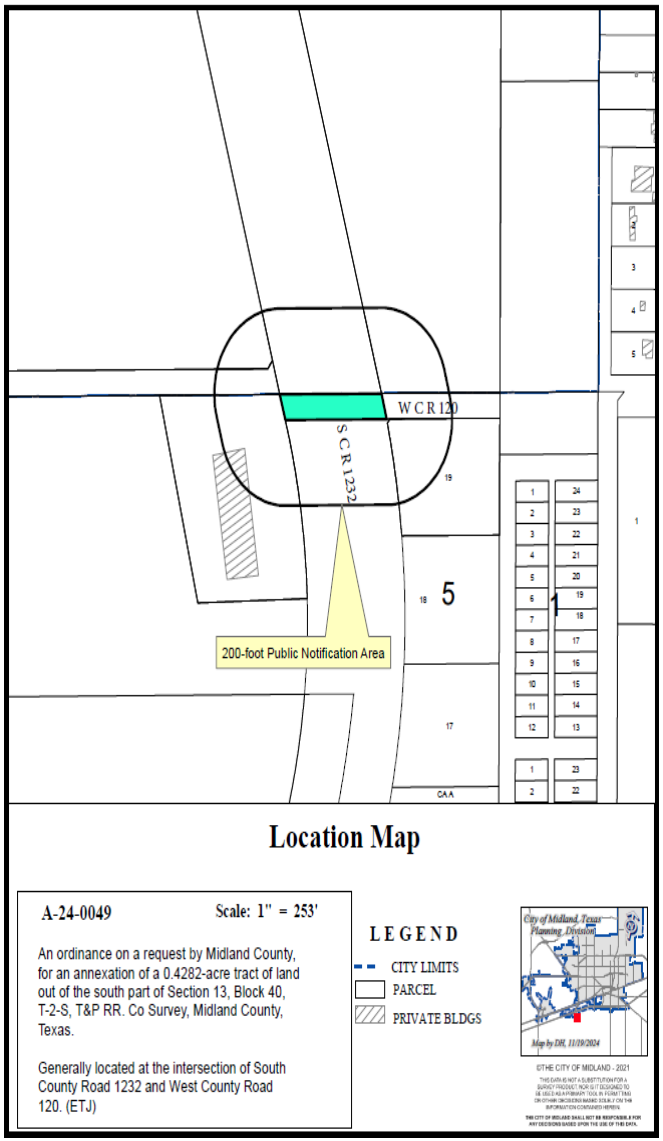

SCR 1232
WCR 120
STOP
Grand Prix Pipeline
TRILOGY

ITEM _
ANNEXATION
CR 120 & CR 1232 INTERSECTION ANNEXATION

Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

- **Property Owner:** Midland County
- **Representative:** Terry Johnson with Midland County
- **Application Type:** Annexation
- **Location:** The intersection of CR 120 & CR 1232 (ETJ)
- **Reason for Request:** To maintain a traffic signal



LAND USE

- The use is currently and will remain as ROW
- Surrounding land use consists of mostly vacant properties with offices and various businesses sharing the building to the southwest





CR 120 & CR 1232 Intersection

COMPREHENSIVE PLAN

- This request is consistent with the *Tall City Tomorrow* Comprehensive Plan as it is consistent with Goal #4 of *Chapter 5: Transportation*, to "Ensure that Midland's transportation system is adequate to meet the demands placed upon it.



STAFF'S RECOMMENDATION

- No objections received
- Staff recommends APPROVAL of this request



MISSION

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



City Council Meeting

Item Number: 35

Meeting Date: May 13, 2025

To: City Council / City Manager

From: Lori Elliott, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 6 AND 7, BLOCK 42, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF CLOVERDALE ROAD, APPROXIMATELY 100 FEET EAST OF SOUTH WEBSTER STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AN PLACE)

Purpose:

Minerva Gutirrez and Eliseo Carreon are requesting a Zone Change from TH, Townhouse Dwelling District to SF-3, Single-Family Dwelling District on two properties located at 2305 and 2307 Cloverdale Road for the development of single-family housing.

Recommended City Council Action:

Approve.

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place.

Discussion:

Current Zoning:

TH, Townhouse (Attached) Dwelling District

Surrounding Zoning and Land Use:

The subject properties are located at 2305 and 2307 Cloverdale Road and are currently zoned as TH, Townhouse Dwelling District. The property to the east is zoned as C, Commercial District and is a mobile home park. The properties to the west are zoned TH, Townhouse Dwelling District and are vacant lots. The properties to the north are zoned MF-22, Multiple-Family Dwelling District and are single-family dwellings. The properties to the south are outside of city limits and therefore have no zoning designation and are used for single-family housing.

Analysis:

The subject property is zoned TH, Townhouse Dwelling District. Minerva Gutierrez and Eliseo Carreon are seeking this zone change in in order to construct two single-family homes, which is not an allowed use in the TH, Townhouse Dwelling District. These vacant lots are located in a residential neighborhood that has two single-family homes abutting to the north. To the northeast there is a large neighborhood of single-family homes that is consistent with the use that is being proposed. Changing this zoning would help the future residential development of this area. This lot meets the requirements for the SF-3, Single-Family Dwelling District zoning.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3; which designated this area as Urban Residential- Medium (UR-M). This designation calls for a mix of housing styles, to include single-family and townhouses.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

Therefore, staff recommends approval of this Zone Change from TH, Townhouse Dwelling District, to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of May 2, 2025, staff has received no letters of objection for this request.

Attachments:

Application
Maps
Aerial
Site Photo
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 6 AND 7, BLOCK 42, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF CLOVERDALE ROAD, APPROXIMATELY 100 FEET EAST OF SOUTH WEBSTER STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 6 and 7, Block 42, Greenwood Addition, Third, Fourth and Fifth Sections, City and County of Midland, Texas (the "Property"), to SF-3, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from TH, Townhouse (Attached) 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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-25-0419

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Minerva Gutierrez and Eliseo Carreon		Phone (817) 841-5269 Email ninfa.caza@kw.com	
Address 6722 Cowboy Dr.	City Midland	State Tx	Zip 79705

Property Owner Printed Name: Minerva Gutierrez and Eliseo Carreon		Phone (817) 841-5269 Email	
Address 6722 Cowboy Dr.	City Midland	State Tx	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address:

Legal Description
Lot: 6 & 7 Block: 42 Subdivision: Greenwood Addition Third, Fourth Fifth

Current Zoning: TH

Proposed Zone: SF-3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Building a SF Homes

Present Use of Property: Can't Build SF Home on this lot as a town Home needs to change to SF

Proposed Use of Property: Building Two SF Home

How would this zone change affect the public health, safety and welfare? Helping provide affordable Housing

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): Eliseo	Date: 4 1 25
Applicant (printed): Eliseo Carrion B.	
Property Owner (signature): Eliseo	Date: 4 1 25
Property Owner (printed) :	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 1902
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

Received By:

RECEIVED
APR 01 2025
Initial:

Date:

****Application will not be considered for scheduling until reviewed by a planner.****

GF48802529588MR

WARRANTY DEED

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

Date: Dated as of the acknowledgement below but effective March 21, 2025, for all purposes

Grantor: Midland Visions 2000, a Texas nonprofit corporation

Grantee: Minerva Gutierrez and Eliseo Carreon

Grantee's Mailing Address:

6722 Cowboy Dr
Midland, Texas 79705

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Lots 6 and 7, Block 42, Greenwood Addition Third, Fourth & Fifth Sections, an addition to the City of Midland, Midland County, Texas according to the map or plat thereof of record in Cabinet B, Page 56, Plat Records of Midland County, Texas.

Reservations from Conveyance:

Grantor herein reserves all right, title and interest in and to the minerals of whatsoever nature in, under, on, or that may be produced from the real property hereinabove described including implied right of ingress and egress and of reasonable use of the Property (including surface materials) for mining, drilling, exploring, operating, developing, or removing the oil, gas and other minerals. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease and all benefits from it.

Exceptions to Conveyance and Warranty:

All oil, gas, and other minerals in, on or under said land reserved by prior grantors. Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; standby fees, taxes, and assessments by any taxing authority for the year 2025 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Property is located recorded in the Official Records of Midland County, Texas; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or

protrusions, or any overlapping of improvements; and homestead or community property or survivorship rights, if any, of any spouse of Grantee.

Restrictions:

Covenants, conditions and restrictions recorded in/under Volume 180, Page 371, Deed Records and Cabinet B, Page 56, Plat Records of Midland County, Texas.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

[Signature on following page]

Midland Visions 2000, a Texas nonprofit corporation

By: _____, Member
Linda Britt, Member

STATE OF TEXAS §
§
COUNTY OF Harris §

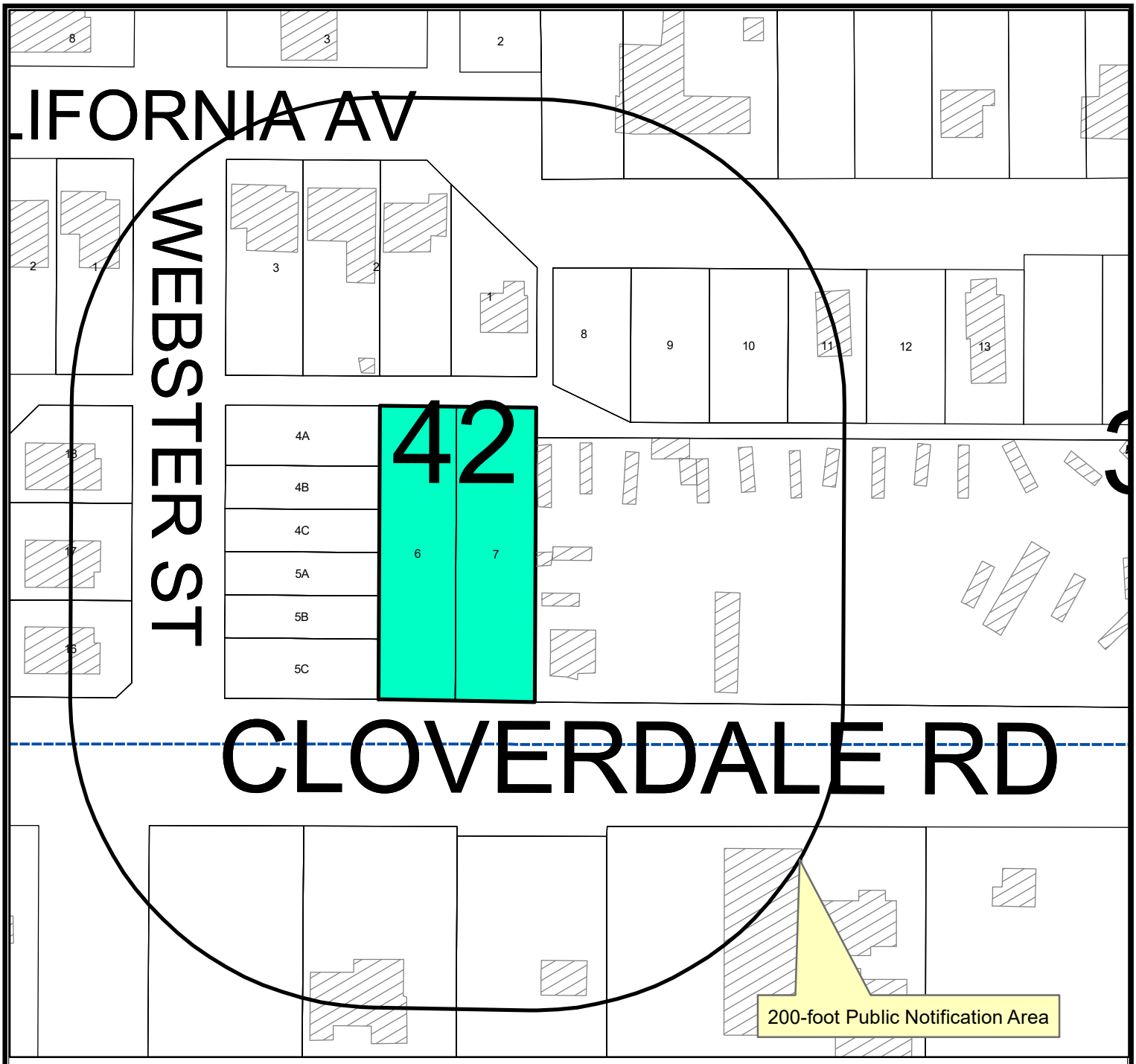
This instrument was acknowledged before me on the 20 day of March 2025 by Linda Britt, Member of Midland Visions 2000, a Texas nonprofit corporation.

CAROL BROWN
Notary ID # 1861774
My Commission Expires
October 06, 2028

_____
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:
West Texas Abstract & Title Company
3700 North Big Spring Street
Midland, Texas 79705

PREPARED IN THE LAW OFFICE OF:
Goldapp Law Firm, P.C.
3700 North Big Spring Street
Midland, Texas 79705



Location Map

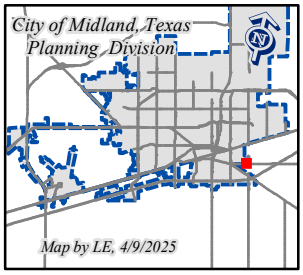
Z-25-0419 **Scale: 1" = 1,113'**

Consider a request by Minerva Gutierrez and Eliseo Carreon for a Zone Change from TH, Townhouse Dwelling District, to SF-3, Single-Family Dwelling District, on Lots 6 and 7, Block 42, Greenwood Addition Third, Fourth and Fifth Sections, City and County of Midland, Texas.

Generally located on the north side of Cloverdale Road, approximately 100 feet east of South Webster Street. (District 2)

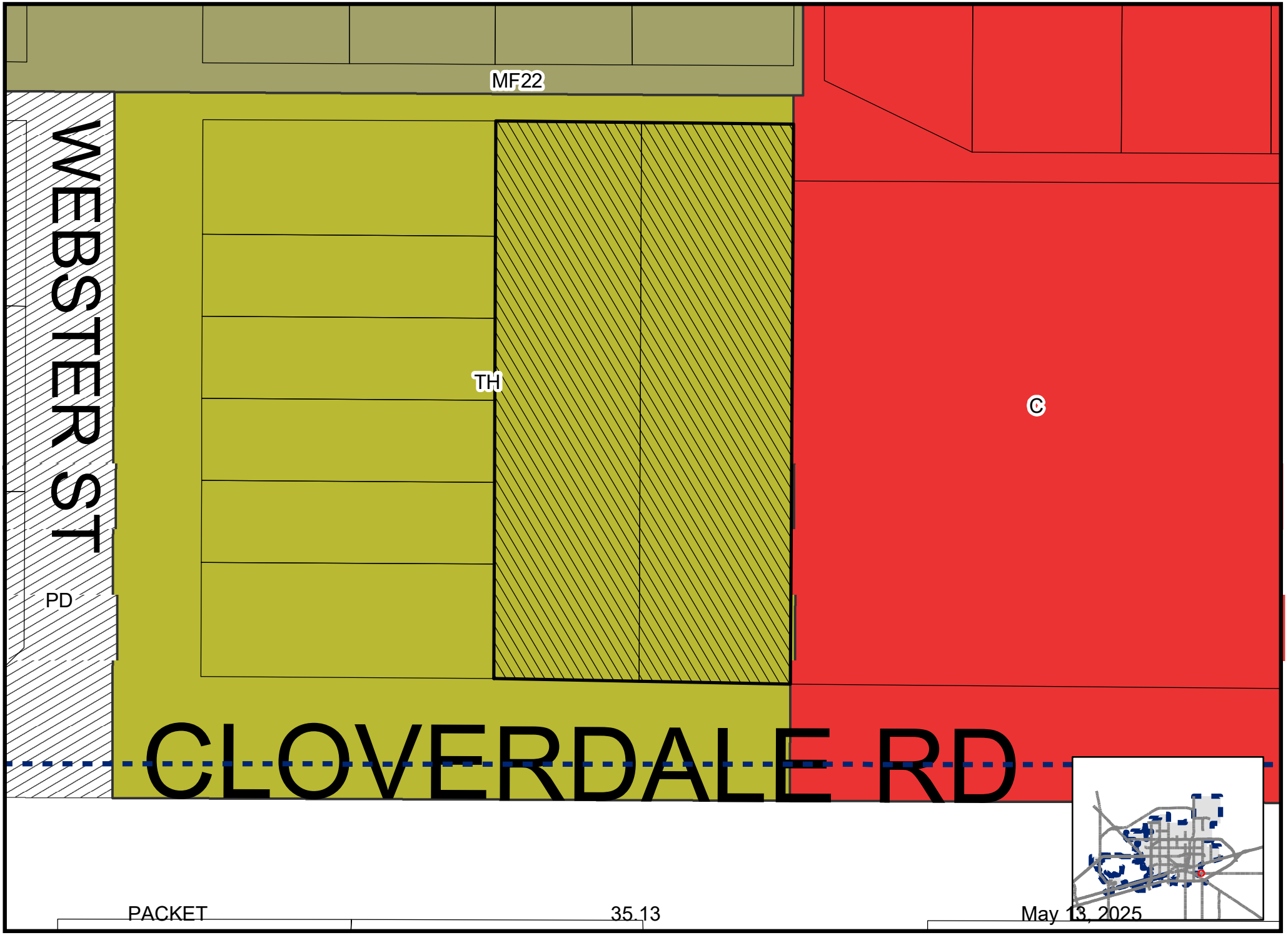
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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May 13, 2025



PACKET 35.13 May 13, 2025

Map by LE, 4/9/2025

Z-25-0419

Scale: 1" = 492'

ZONING MAP

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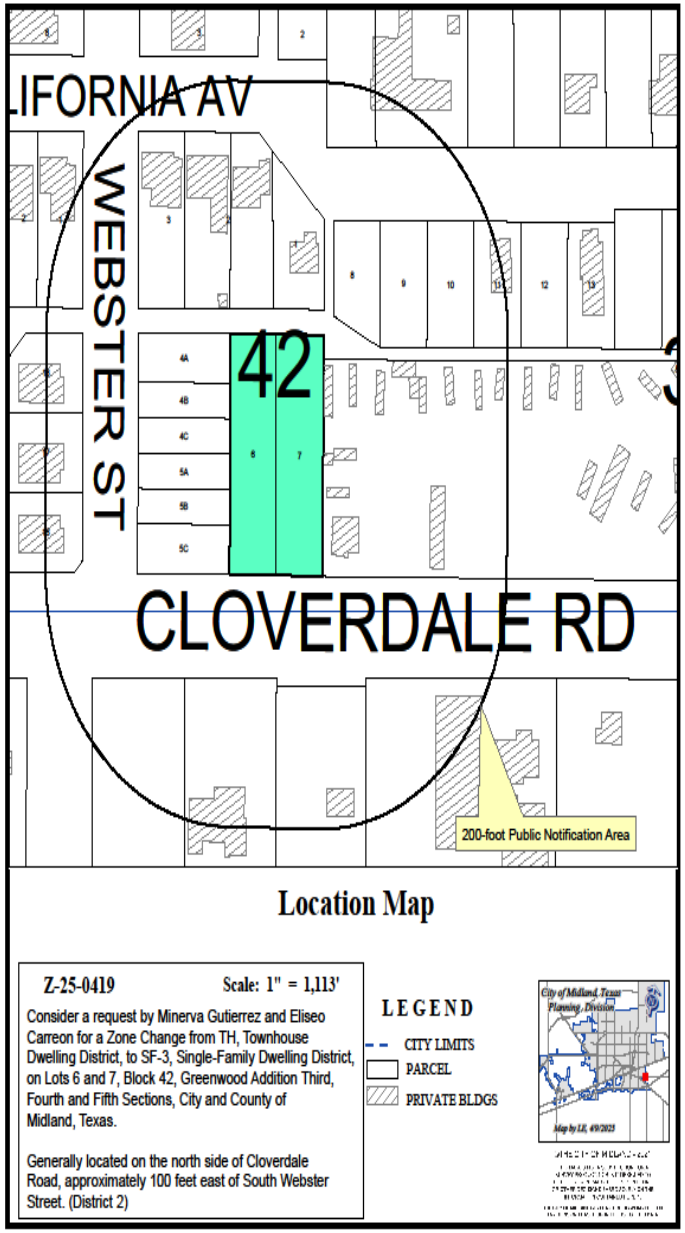



WEBSTER ST
42
4A
4B
4C
5A
5B
5C
CLOVERDALE RD


MIDLAND
Be the Energy!
ITEM
ZONE CHANGE REQUEST
2305 and 2307 CLOVERDALE ROAD
Visit Our Website
MIDLANDTEXAS.GOV

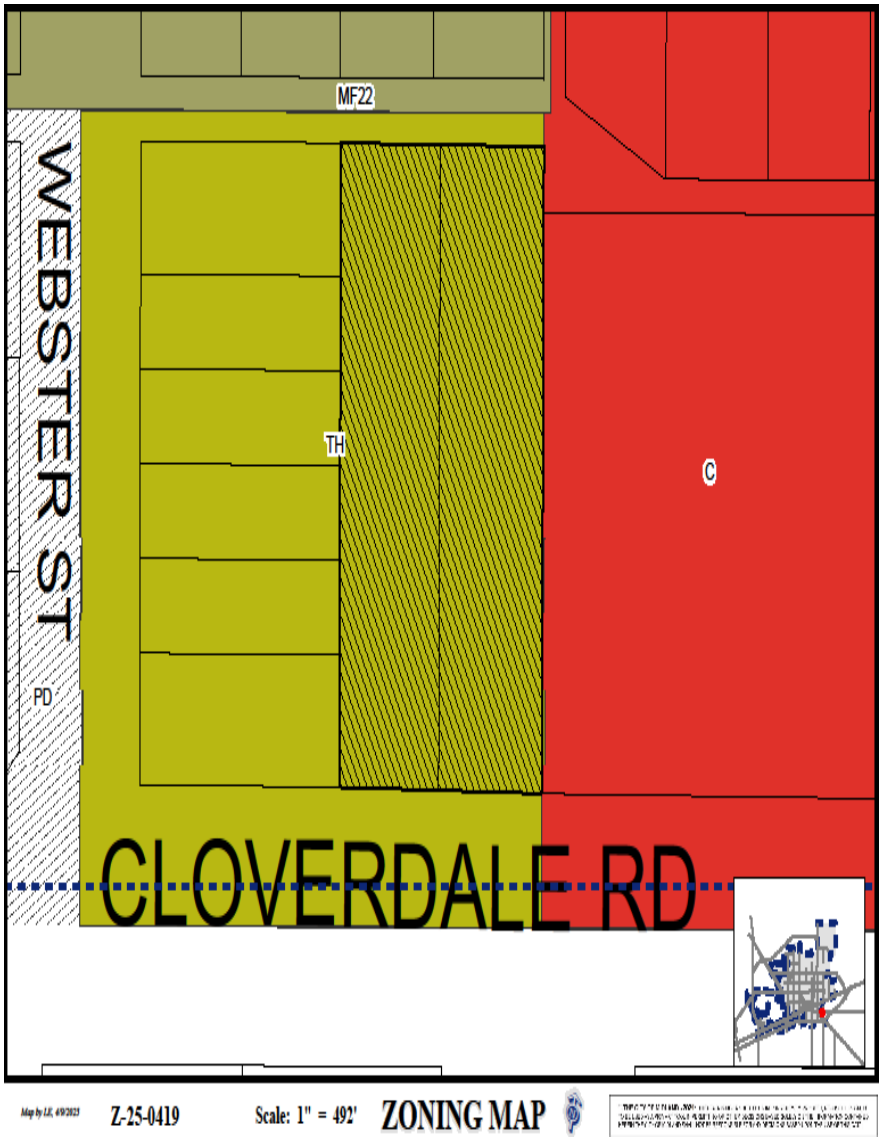
APPLICATION SUMMARY

- **Property Owners:** Minerva Gutierrez and Eliseo Carreon
- **Zone Change:** TH, Townhouse to SF-3, Single-Family Dwelling District for two homes
- **Address:** 2305 and 2307 Cloverdale Road (District 2)
- **Reason for Request:** To be able to build two single-family dwellings.



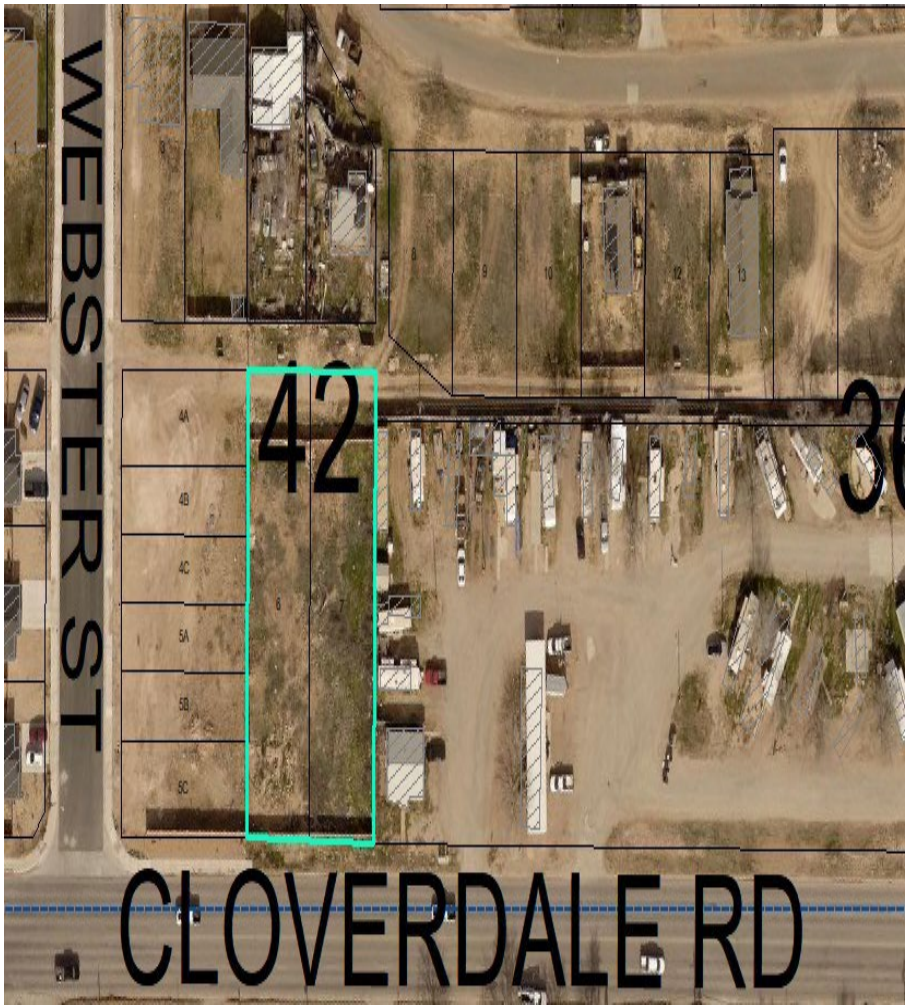
ZONING

- **Current Zoning:** TH, Townhouse (Attached) Dwelling District
- **Surrounding Zoning:**
  - East: C, Commercial District
  - South: SF-3, Single-Family Dwelling District
  - North/West: MF-22, Multiple-Family Dwelling District
- **Proposed Zoning:** SF-3, Single-Family Dwelling District



LAND USE

- **Current Use of the Property:** Vacant Lots
- **Proposed Use of the Property:** Residential
- **Surrounding Uses:**
  - East: Mobile Home Park
  - West: Vacant Lots
  - North/South: Residential

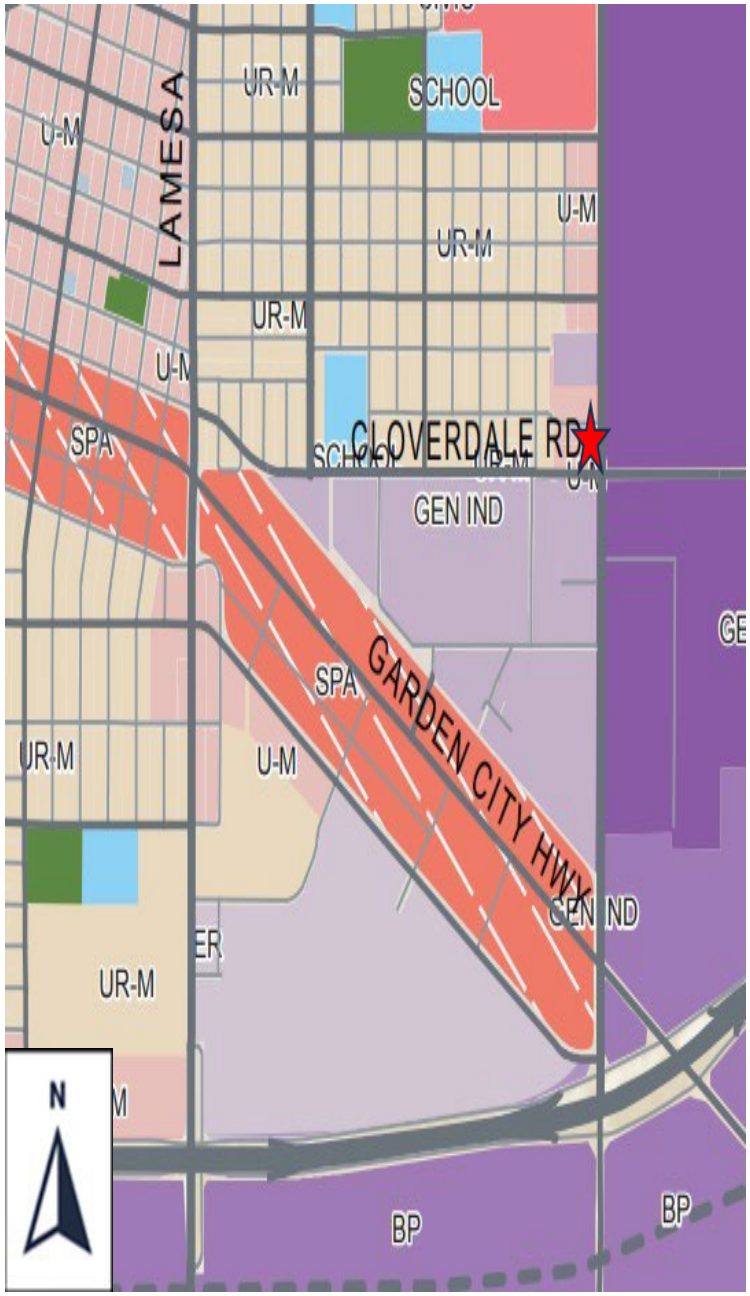




On Cloverdale Road, Looking North

COMPREHENSIVE PLAN

- **TCT Land Use Designation:** Urban Medium,UR-M
- **Supported Uses:**
  - A mix of housing types, including single-family detached, single-family attached, and townhouses.
- Request is **compatible** with the surrounding area and the Tall City Tomorrow Plan.



STAFF'S RECOMMENDATION

- No objections received.
- Staff recommends **APPROVAL** of this zone change from **TH, Townhouse (Attached) Dwelling District** to **SF-3, Single-Family Dwelling District**.



MISSION

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



City Council Meeting

Item Number: 36

Meeting Date: May 13, 2025

To: City Council / City Manager

From: Lori Elliott, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 8, GREENWOOD ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH STONEWALL STREET, APPROXIMATELY 70 FEET SOUTH OF EAST INDIANA 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) (QUALITY OF LIFE AND PLACE)

Purpose:

Jorge Chavez is requesting a Zone Change from C, Commercial District, to SF-3, Single-Family Dwelling District for the development of a single-family residential dwelling unit on a property located at 302 South Stonewall Street.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

C, Commercial District

Surrounding Zoning and Land Use:

The property is situated in an area with a mix of zoning designations and land uses. To the east, the surrounding properties are zoned as C, Commercial District and consist of single-family dwellings and vacant lots. The property to the south is zoned C, Commercial District, and is used for a single-family dwelling. The property to the west is zoned RR, Regional Retail District, and is a vacant lot. The property to the north is zoned C, Commercial District, and is used for a single-family dwelling.

Analysis:

The subject property is located at 302 South Stonewall Street. It is currently zoned C, Commercial District. This zoning district does not permit a single-family detached dwelling. The property is currently a vacant lot. The applicant has requested a zone change to SF-3, Single-Family Dwelling District, which would allow for the construction of a single-family residence. The property meets the minimum lot dimension requirements of the SF-3, Single-Family Dwelling District, zoning [Midland City Code 4.03]. Surrounding properties have progressively transitioned to SF-3 zoning, aligning with the evolving character of the neighborhood and its single-family residential development.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designated this area as Urban Residential-Medium (UR-M). Potential zoning for this designation calls for Single-Family Dwelling Districts, making this request compatible.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Planning:

Staff recommends approval of this Zone Change from C, Commercial District, to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of May 2, 2025, staff has received no letters of objection for this request.

Attachments:

Application
Maps
Survey
Aerial
Site Photo
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 8, GREENWOOD ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH STONEWALL STREET, APPROXIMATELY 70 FEET SOUTH OF EAST INDIANA 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 2, Block 8, Greenwood Addition, Section 2, 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 C, Commercial 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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: 2-25-0421

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: Jorge Chavez		Phone (432) 889-7005 Email jorgechavez22@g	
Address 704 S. Loraine St.	City Midland	State Tx	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: ~~Jorge Chavez~~ Magrym Consulting Printed Name: Ed Aleman		Phone (432) 254-0321 Email ed.aleman@magrym.com	
Address 800 N. Marienfeld Suite 100	City Midland	State Tx	Zip 79701

Street Address: 302 Stonewall

Legal Description
Lot: 2 Block: 8 Subdivision: Greenwood

Current Zoning: C

Proposed Zone: SF3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Construction of residence

Present Use of Property: Vacant

Proposed Use of Property: Residential

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: NA

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): Jorge Chavez	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.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Ed Aleman who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Jorge Chavez, 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 J Aleman
Authorized Agent *(signature)*

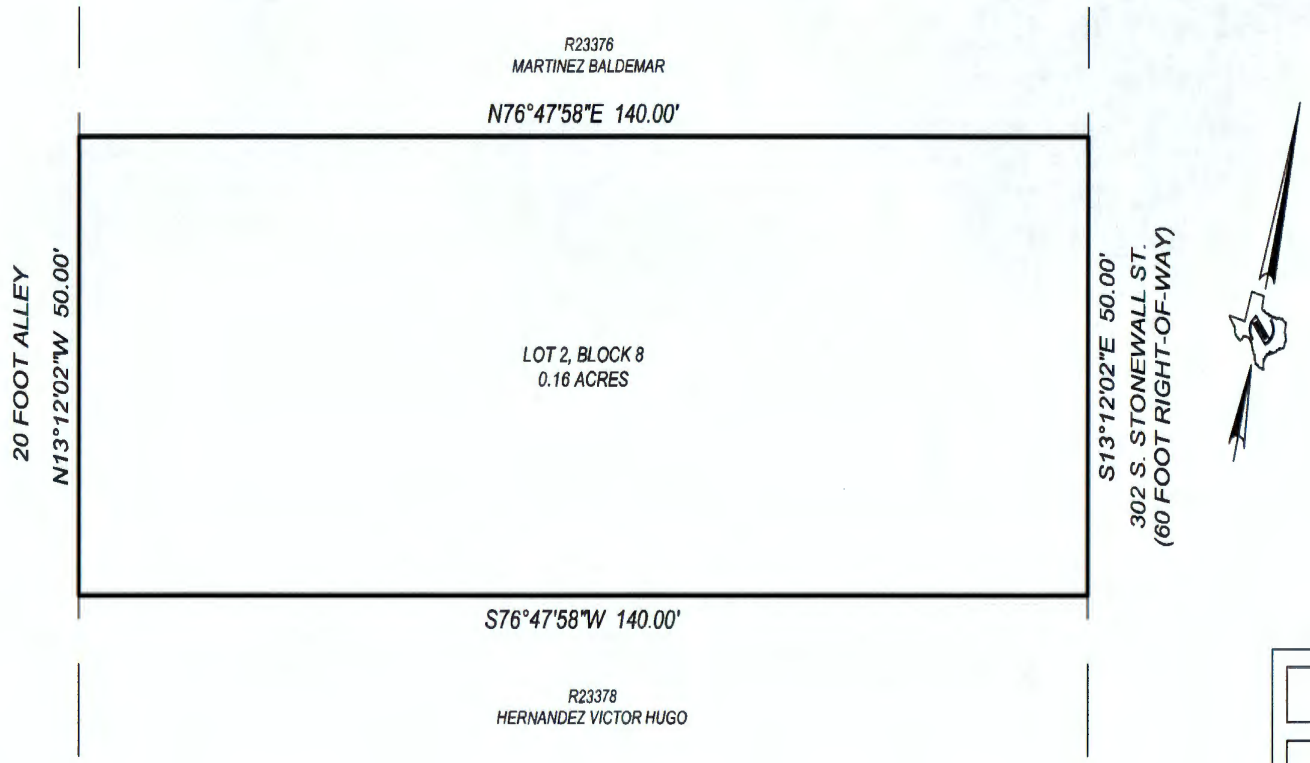
Subscribed and sworn to before me, this 19th day of March, 2025, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 2564	
Received By: Prelliott	Date: RECEIVED APR 07 2025 Initial:

Application will not be considered for scheduling until reviewed by a planner.



SURVEY

LOT 2, BLOCK 8

GREENWOOD ADDITION,

AN ADDITION TO THE CITY
OF MIDLAND
AS PER PLAT OF RECORD
IN
VOLUME 701, PAGE 701,
PLAT RECORDS,

MIDLAND COUNTY, TEXAS.

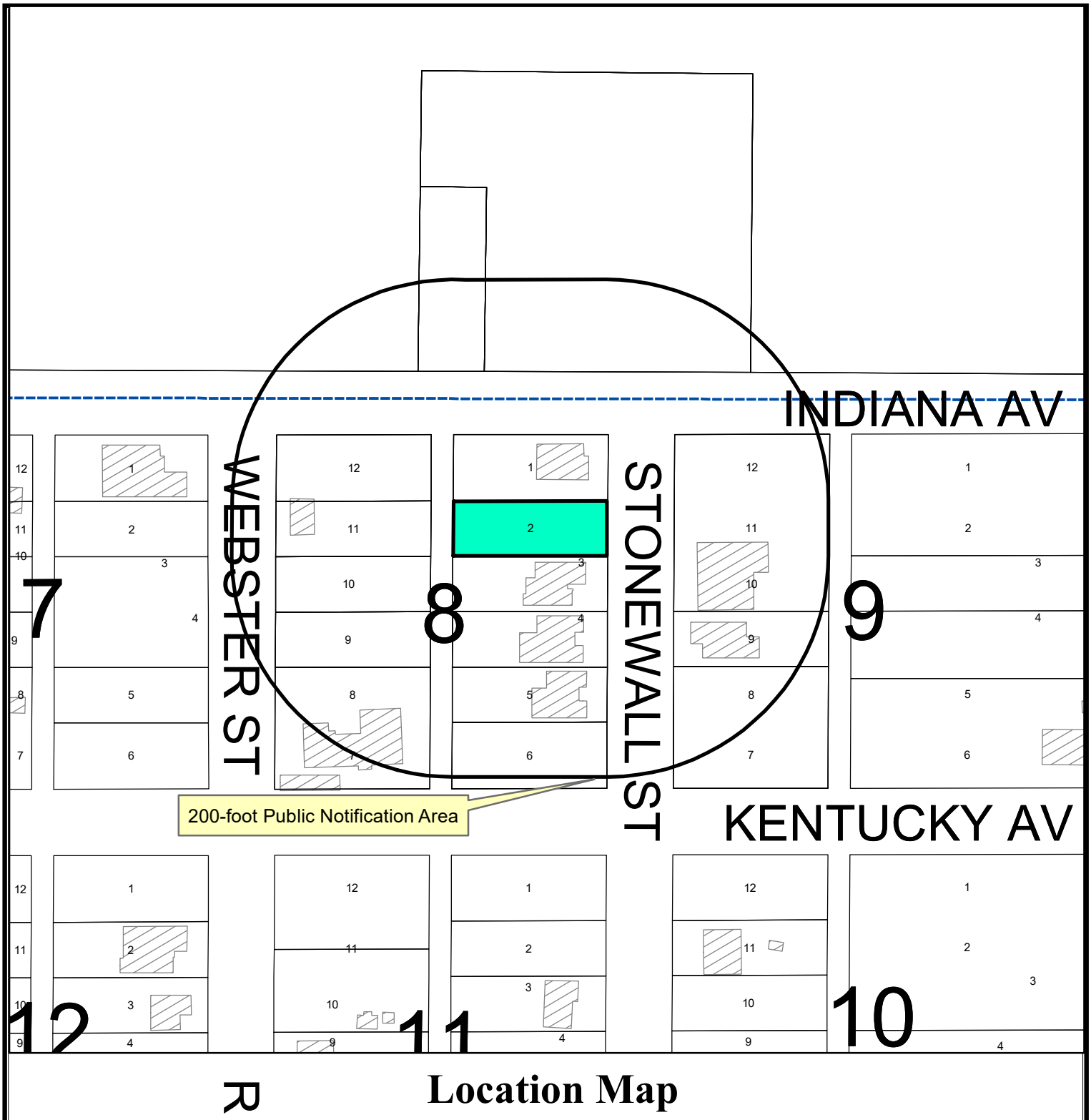
MAGRYM

800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701

TEXAS FIRM
No. 10149500
Office (432) 684-5548

SCALE: 1" = 20'

PROJECT: 24-
JOB NO: 24-



Location Map

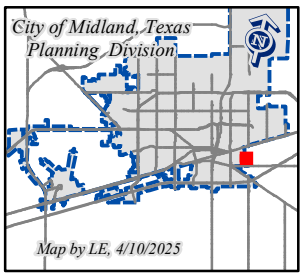
Z-25-0421 **Scale: 1" = 1,489'**

Consider a request by Magrym Consulting, on behalf of Jorge Chavez, for a Zone Change from C, Commercial District, to SF-3, Single-Family Dwelling District, on Lot 2, Block 8, Greenwood Addition, Section 2, City and County of Midland, Texas.

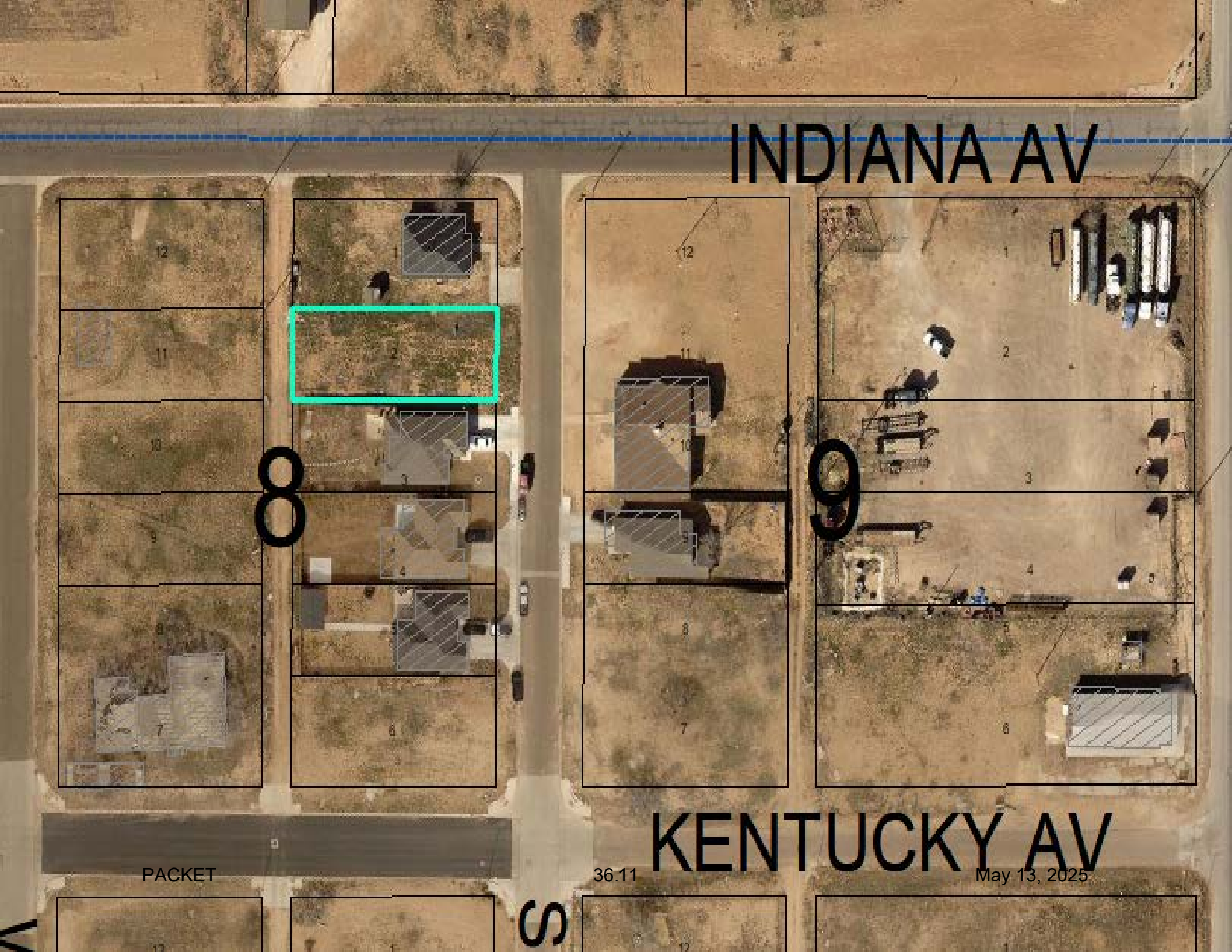
Generally located west of South Stonewall Street, approximately 70 feet south of East Indiana Avenue. (District 2)

LEGEND

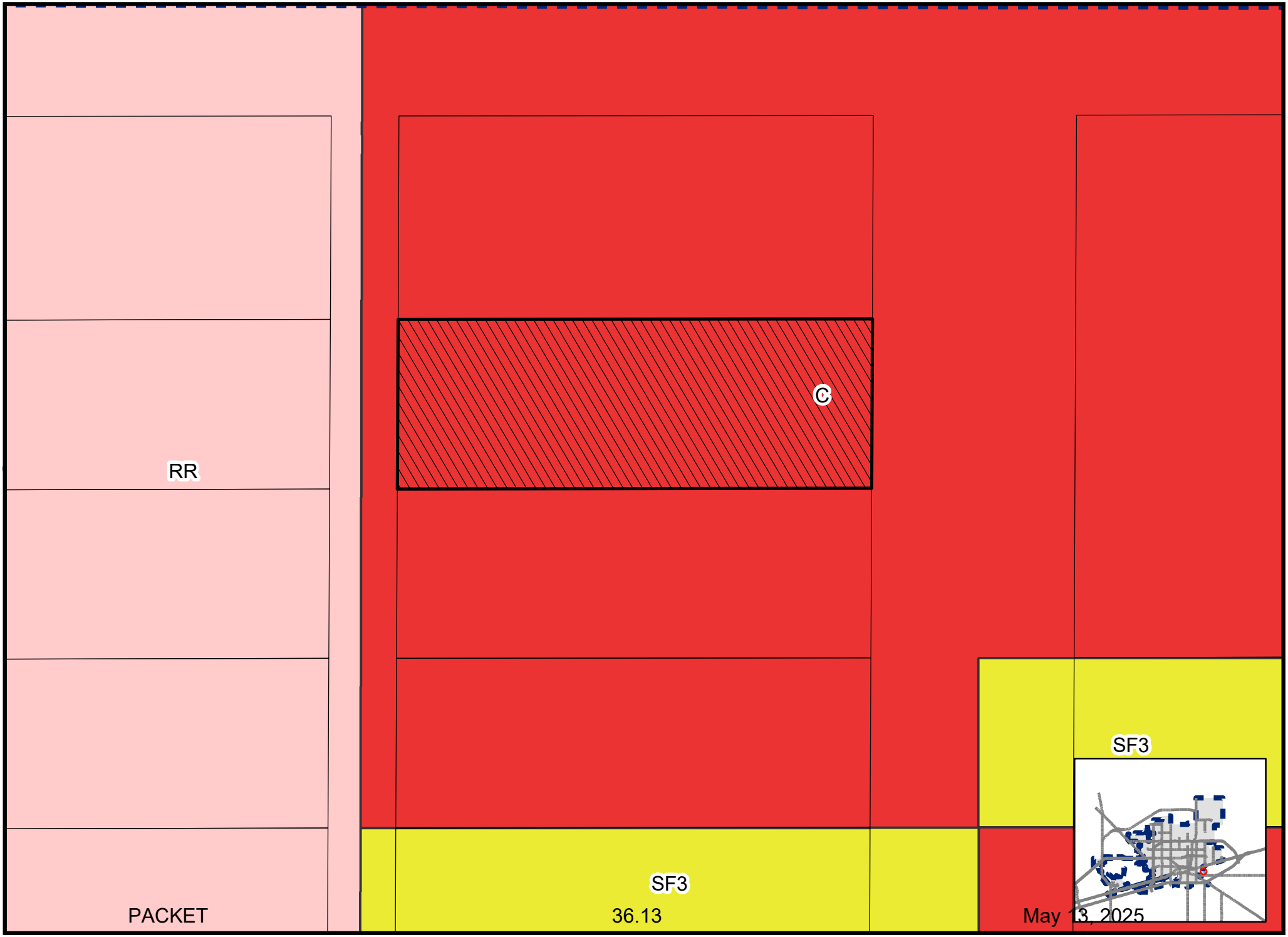
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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INDIANA AV
8
9
KENTUCKY AV





Map by LE, 4/11/2025

Z-25-0421

Scale: 1" = 426'

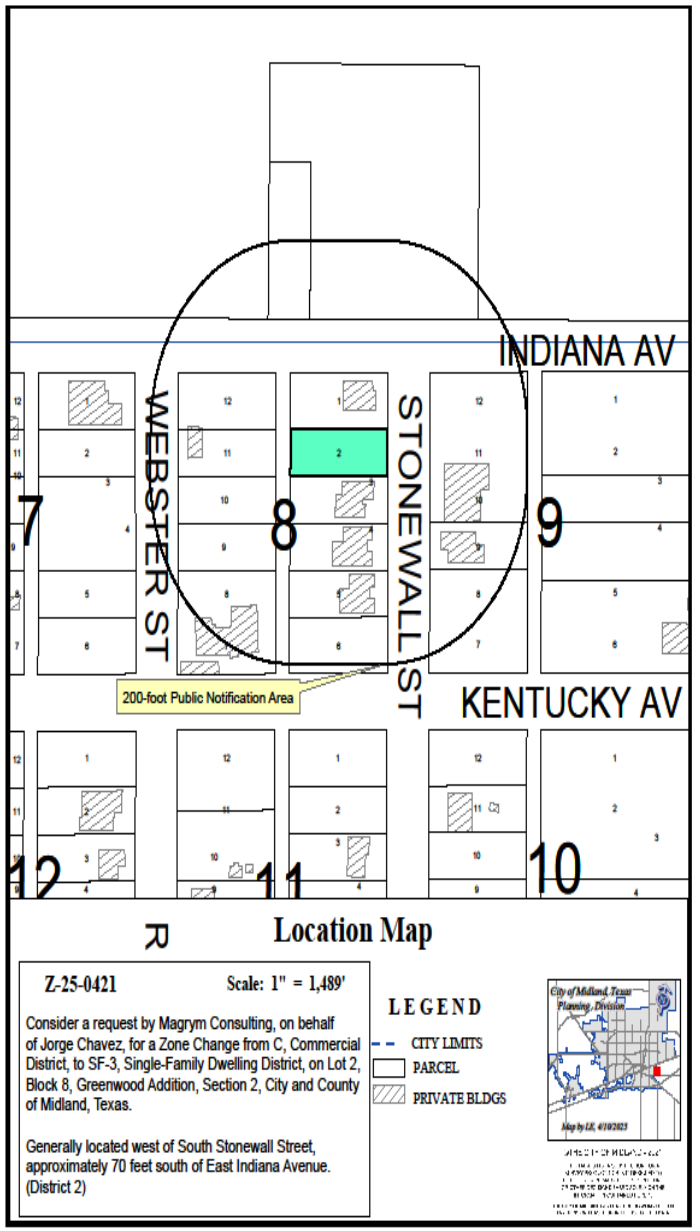
ZONING MAP

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MIDLAND
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302 SOUTH STONEWALL STREET
ZONE CHANGE
Visit Our Website
MIDLANDTEXAS.GOV

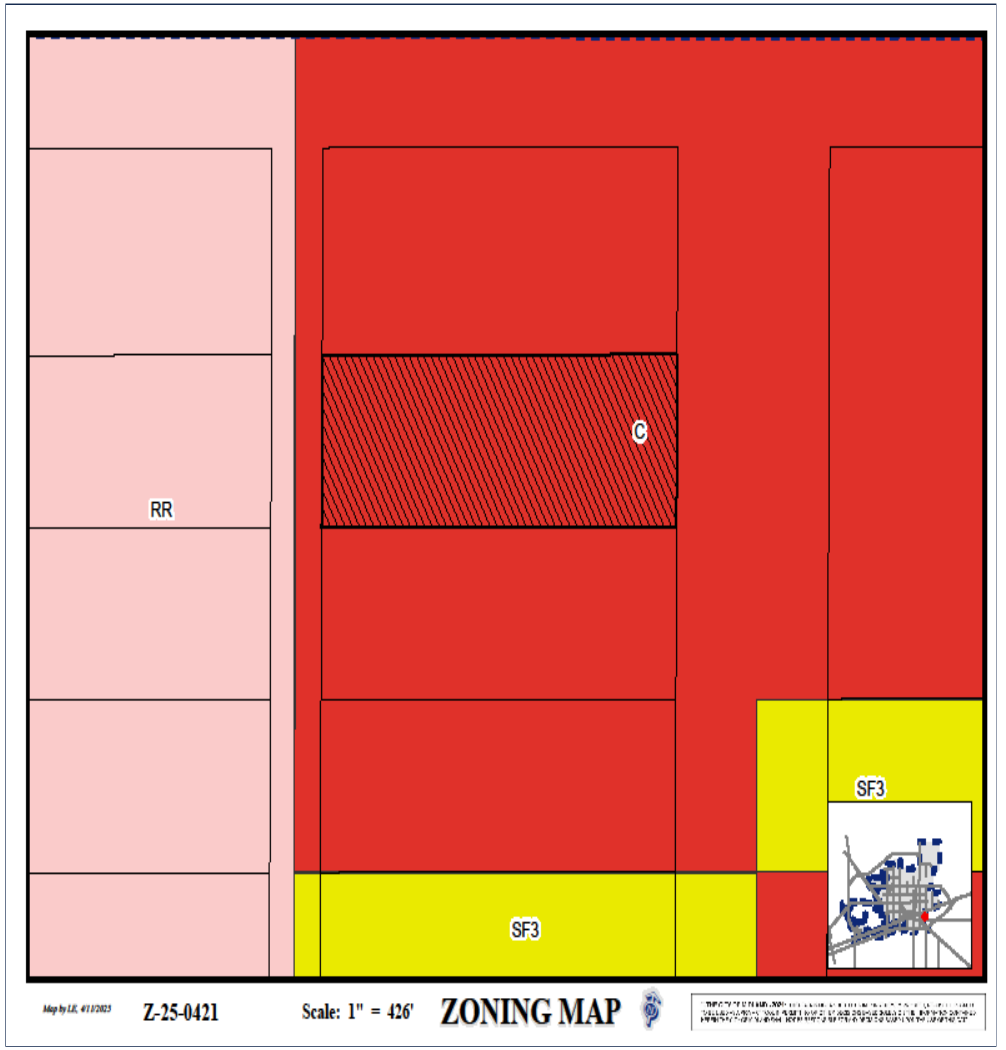
APPLICATION SUMMARY

- **Property Owner:** Jorge Chavez
- **Representative:** Ed Aleman, with Magrym Consulting
- **Application Type:** Zone Change
- **Location:** 302 South Stonewall Street (Council District 2)



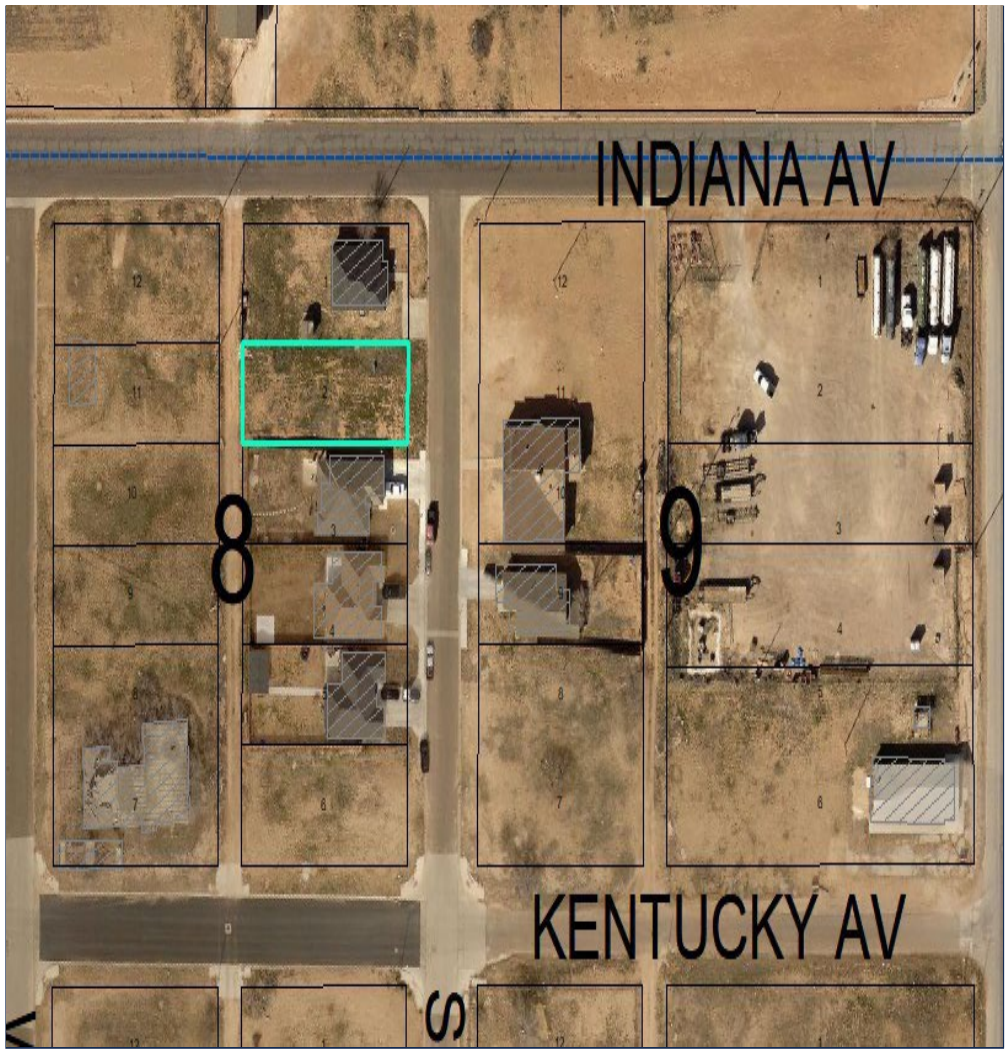
ZONING

- **Current Zoning:** C, Commercial District
- **Proposed Zoning:** SF-3, Single-Family Dwelling District
- **Surrounding Zoning:**
- **North/South/East:** C, Commercial District
- **West:** RR, Regional Retail District



LAND USE

- **Current Use:** Vacant Lot
- **Proposed Use:** Single-Family Dwelling
- **Surrounding Uses:**
- **North/South/East:** Single-Family Housing
- **West:** Vacant Lot



MIDLAND
Be the Energy!

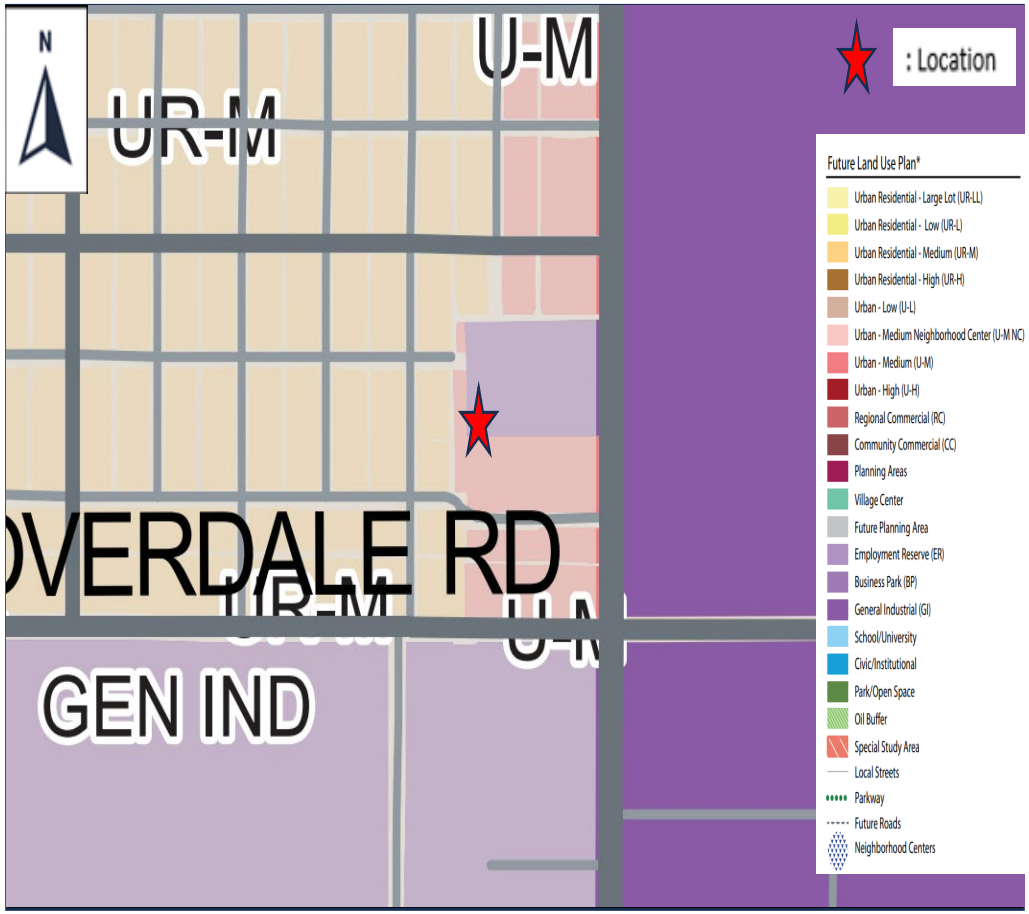
SITE PHOTO



On South Stonewall Street, Looking West

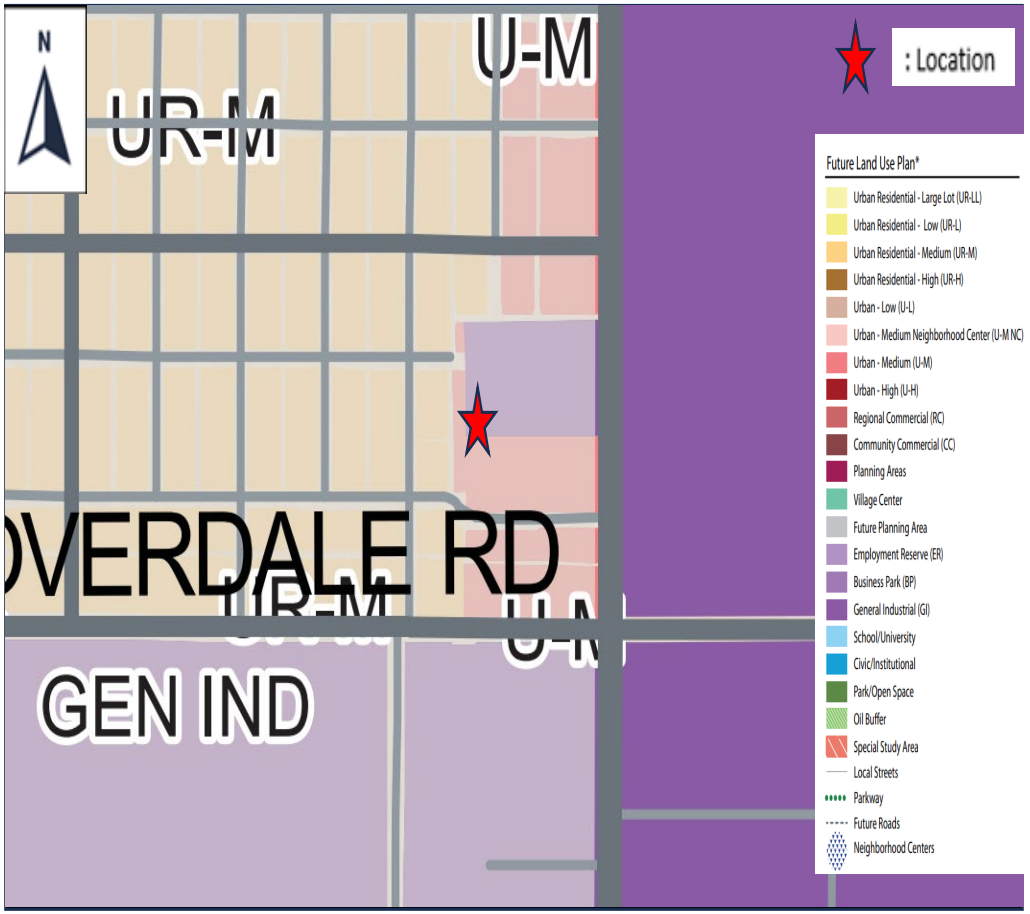
COMPREHENSIVE PLAN ANALYSIS

- **TCT Land Use Designation:**
  - Urban Residential-Medium (UR-M)
- **Supported Uses:**
- Restrictive land use, emphasizing a mix of housing styles including single-family detached, single-family attached, and townhouses

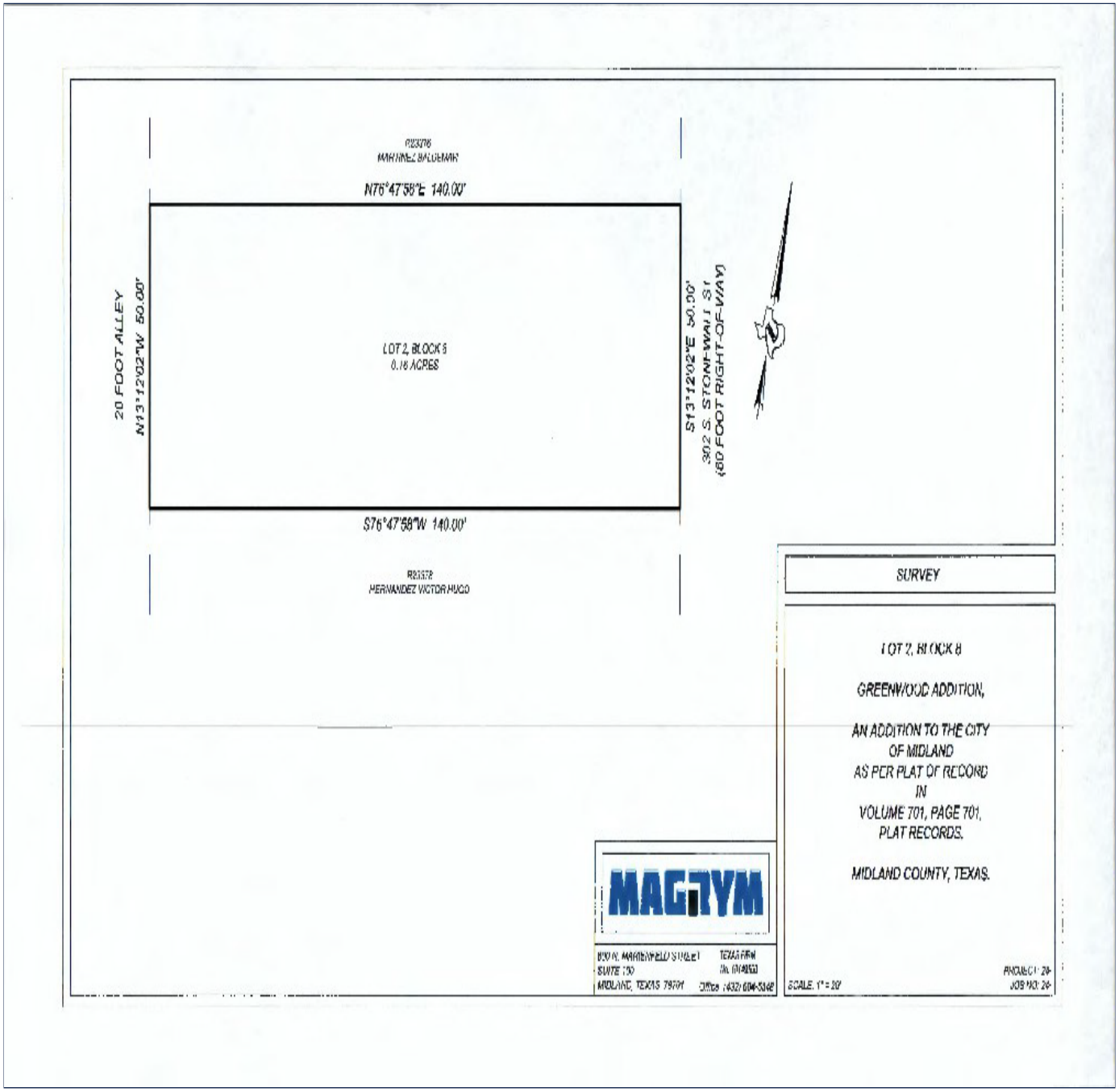


COMPREHENSIVE PLAN ANALYSIS

- Request is **compatible** with the surrounding area and the Tall City Tomorrow Plan.



SURVEY


R23376
MARTINEZ BALDEMAR
N76°47'58"E 140.00'
20 FOOT ALLEY
N13°12'02"W 50.00'
LOT 2, BLOCK 8
0.16 ACRES
S13°12'02"E 50.00'
302 S. STONEWALL ST
(80 FOOT RIGHT-OF-WAY)
S76°47'58"W 140.00'
R23378
HERNANDEZ VICTOR HUGO
SURVEY
LOT 2, BLOCK 8
GREENWOOD ADDITION,
AN ADDITION TO THE CITY
OF MIDLAND
AS PER PLAT OF RECORD
IN
VOLUME 701, PAGE 701,
PLAT RECORDS.
MIDLAND COUNTY, TEXAS.
MAGTYM
SCALE: 1" = 20'

STAFF RECOMMENDATION

- No objections received.
- Therefore, staff recommends **APPROVAL** of this Zone Change from C, Commercial District, to SF-3, Single-Family Dwelling District.



MISSION

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



City Council Meeting

Item Number: 37

Meeting Date: May 13, 2025

To: City Council / City Manager

From: Madelim Jaquez, Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 20A, BLOCK 109, WILSHIRE PARK ADDITION, SECTION 17, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF THOMASON DRIVE, APPROXIMATELY 230 FEET EAST OF LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

Purpose:

Maverick Engineering, on behalf of Chet Gray and Wesley Gray, is requesting a zone change from RR, Regional Retail District, in part, and PD, Planned Development District for a Shopping Center, in part, to RR, Regional Retail District, on a property located at 5400 Thomason Drive to operate a car wash.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Strategic Priority:

Strong Economy With More Quality Jobs

Discussion:

Current Zoning:

RR, Regional Retail District, in part, and PD, Planned Development District for a Shopping Center, in part

Surrounding Zoning and Land Use:

Surrounding zoning includes LR, Local Retail District, to the north and east and RR, Regional Retail District, to the west and south. Surrounding land use includes City owned Communication Towers to the north, a Dollar General to the north and east, a Frost Bank to the west and gas stations to the west and south.

Analysis:

The subject property is zoned RR, Regional Retail District, in part, and PD, Planned Development District for a Shopping Center, in part. Maverick Engineering is seeking this zone change in in order to operate a currently abandoned car wash. Bank or Financial Institution is an allowed use in the RR, Regional Retail District, zoning as well as the PD, Planned Development District for a Shopping Center, underlying LR- 1, Local Retail District zoning. The reason for this request is due to the PD ordinance for this property requiring that any development shall conform to an included site plan.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3; which designated this area as Community Commercial, a designation which has no policies established.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning

Engineering: (Approved)

No objections to zone change. [For Applicant’s Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as

necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved with Conditions)

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:

Therefore, staff recommends approval of this Zone Change from RR, Regional Retail District, in part, and PD, Planned Development District for a Shopping Center, in part, to RR, Regional Retail District.

Letters of Objection:

Staff has received no letters of objection for this request as of May 9, 2025.

Attachments:

Application
Site Plan
Maps
PowerPoint

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 20A, BLOCK 109, WILSHIRE PARK ADDITION, SECTION 17, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF THOMASON DRIVE, APPROXIMATELY 230 FEET EAST OF LOOP 250 WEST); 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 20A, Block 109, Wilshire Park Addition, Section 17, City and County of Midland, Texas (the "Property"), to RR, Regional Retail 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 RR, Regional Retail District, in part, and PD, Planned Development District for a Shopping Center, in part, to RR, Regional Retail 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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-25-0417

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: SEE REPRESENTATIVE		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: CHET GRAY AND WESLEY GRAY		Phone (432)262-0999 Email midlanddentist@aol.com	
Address 2701 W CUTHBERT AVE	City MIDLAND	State TEXAS	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: MAVERICK ENGINEERING Printed Name: ASHLEE DEVINE		Phone (432) 262-0999 Email adevine@maverick-eng.com	
Address 1909 W WALL STREET SUITE K	City MIDLAND	State TEXAS	Zip 79701

Street Address: 5400 THOMASON DRIVE

Legal Description
Lot: 20A Block: 109 Subdivision: WILLSHIRE PARK ADDITION, SECTION 17

Current Zoning: RR AND PD (ORDINANCE NO. 7858)	**Proposed Zone:** RR *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: TO MATCH THE EXISTING ZONING DESIGNATION FOR MOST OF THE PROPERTY

Present Use of Property: ABANDONED CAR WASH

Proposed Use of Property: CAR WASH

How would this zone change affect the public health, safety and welfare? NO CHANGE SINCE IT IS A CAR WASH STILL

Describe how conditions affecting the property have changed since present zoning designation: THE OWNER WOULD LIKE TO MAKE UPGRADES/ IMPROVMENTS TO THE SITE. SEE VIVIL CONSTRUCTION PLANS ON FILE IN THE PERMITS DEPARTMENT.

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): SEE REPRESENTATIVE	Date:
Applicant (printed):	
Property Owner (signature):	Date: 3/3/25
Property Owner (printed) : Wesley Gray Chet K. Gray	

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 Ashlee Devine who, being by me duly sworn, upon oath says: That (s)he is the owner of Lot 20A BLK 109 or authorized by Chet & Wesley, 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.

Ashlee Devine
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 10th day of March, 2025, to certify which witness my hand and seal of office.

SAVANNAH DAVIS
Notary Public, State of Texas
Comm. Expires 05-20-2028
Notary ID 134907724

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

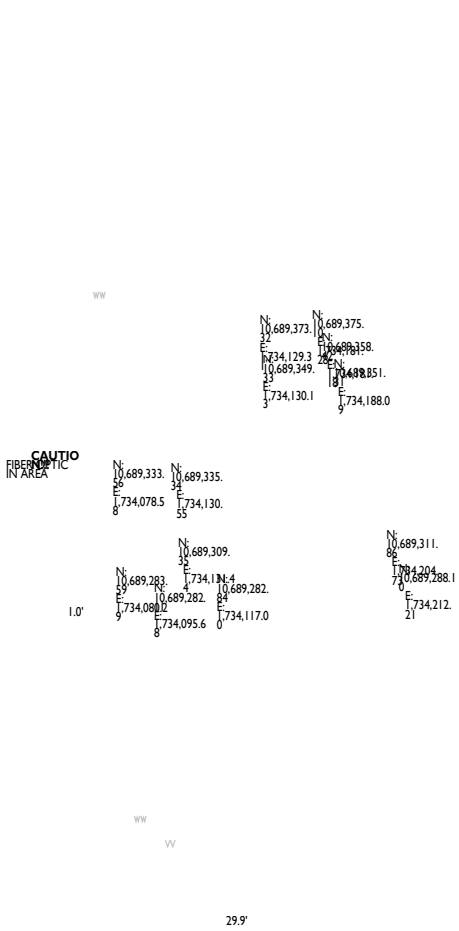
- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 5204
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

Received By: Madeline Dorper

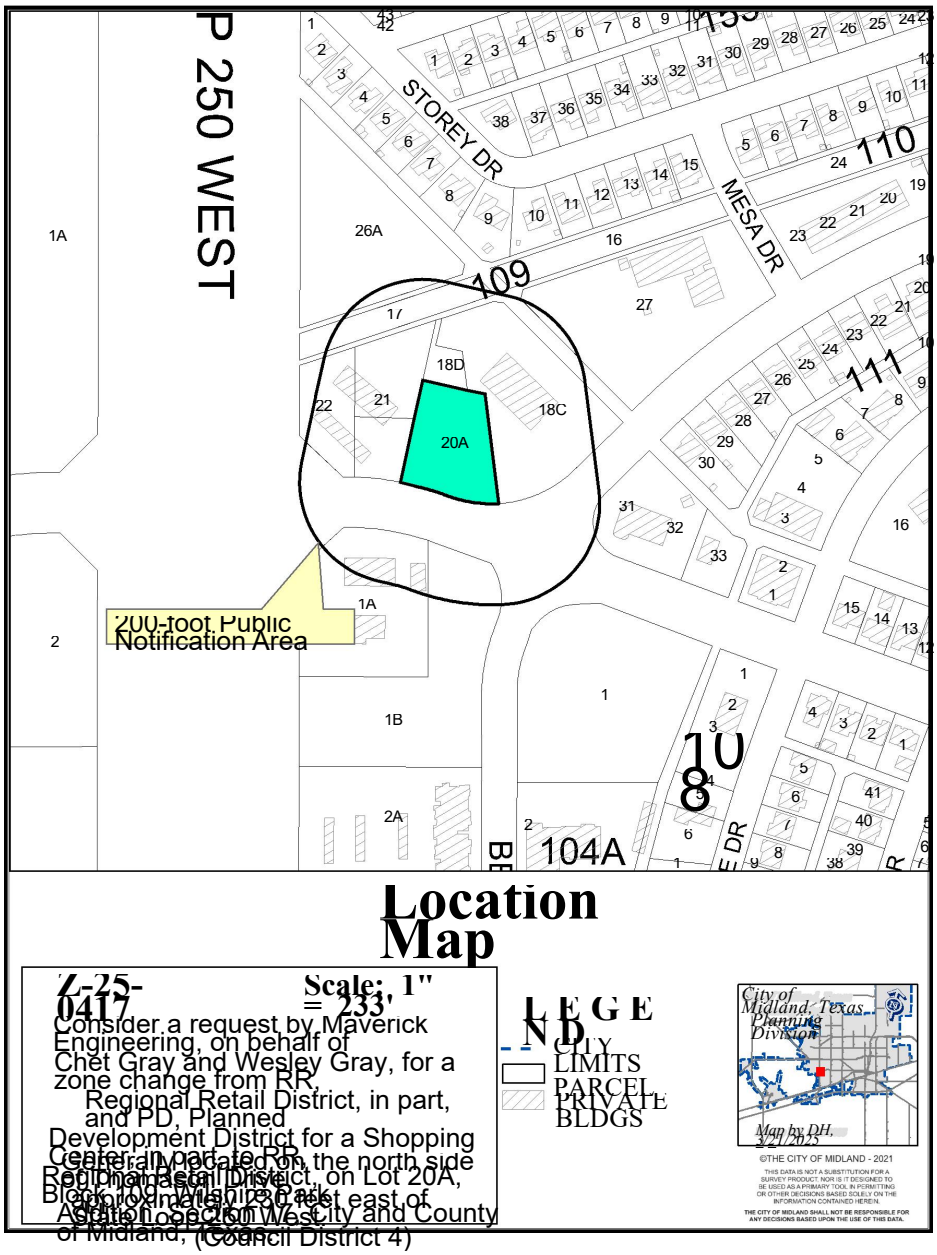
Date: RECEIVED MAR 10 2025

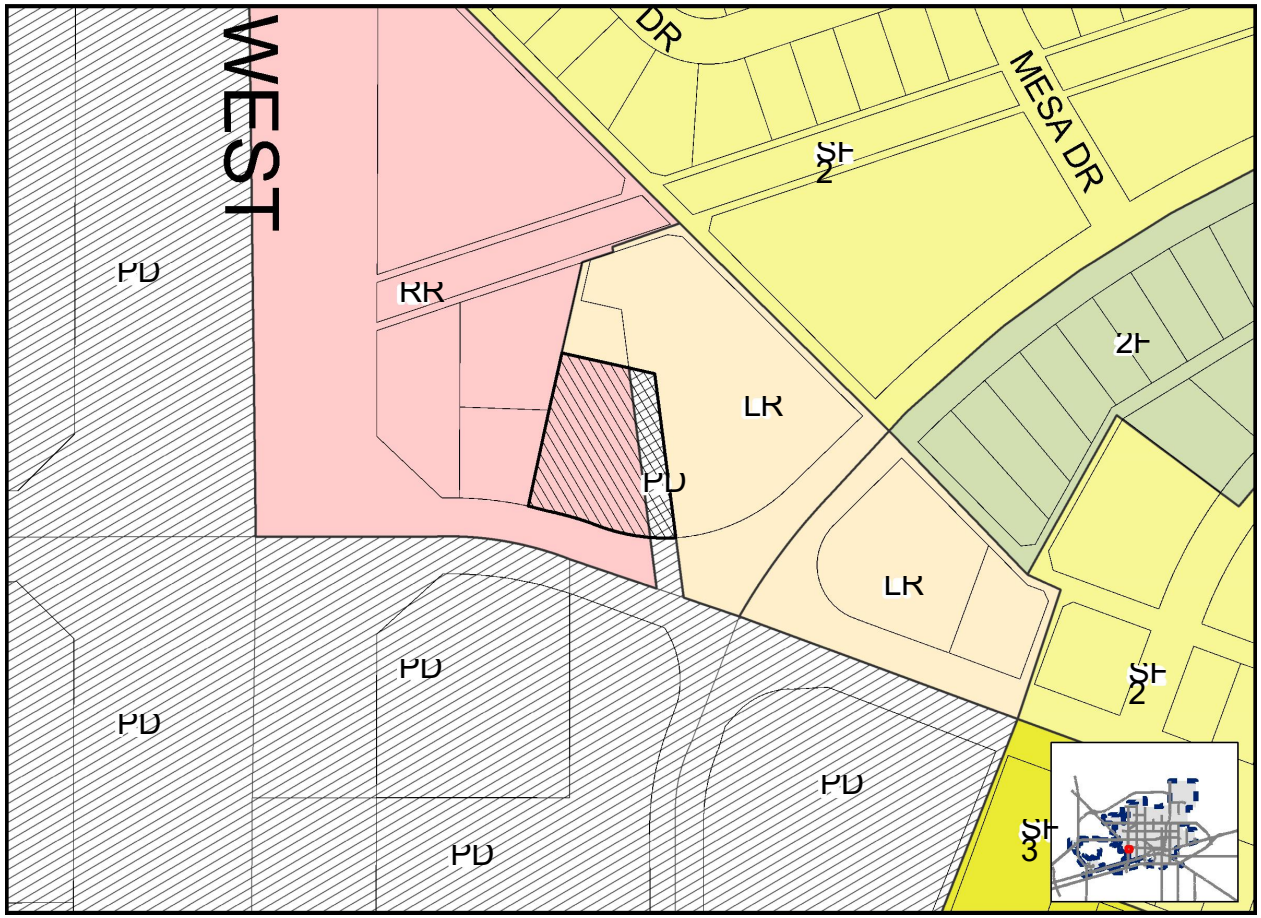
Initial: _____

****Application will not be considered for scheduling until reviewed by a planner.****


0'
20'
40'
60'
SCALE 1" = 20'
LEGEND
FOUND MONUMENT AS NOTED
EXISTING CABLE BOX
EXISTING ELECTRIC PANEL
EXISTING LIGHT POLE
EXISTING MANHOLE
EXISTING SIGN
EXISTING BOUNDARY LINE
EXISTING PROPERTY LINES
EXISTING EASEMENT LINE
EXISTING 4" WATER LINE
EXISTING 8" WATER MAIN
CONCRETE
LANDSCAPING ROCK
BENCHMARK:
BEARINGS, DISTANCES AND COORDINATES SHOWN ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD 1983.
ELEVATIONS ARE BASED ON GPS OBSERVATIONS CONFORMING TO NAVD 1988.
SURVEY PERFORMED BY MAVERICK
ENGINEERING. CONTACT MAVERICK ENGINEERING FOR CONSTRUCTION BENCHMARKS OR CONTROL STAKING
432-262-0999
DIMENSIONAL NOTE:
• DIMENSIONS SHOWN ARE TYPICALLY TO BACK OF CURB UNLESS NOTED OTHERWISE.
• SIDEWALKS WILL BE 5 FT. IN WIDTH UNLESS NOTED OTHERWISE.
CAUTION
FIBER OPTIC IN AREA
29.9'
1.0'

Know what's


P 250 WEST
STOREY DR
MESA DR
109
110
111
112
104A
1A
26A
18D
18C
20A
1B
2A
200-foot Public Notification Area
Location Map
Z-25-0417
Scale: 1" = 233'
Consider a request by Maverick Engineering, on behalf of Chet Gray and Wesley Gray, for a zone change from RR, Regional Retail District, in part, and PD, Planned Development District for a Shopping Center, in part, to RR, Regional Retail District, on Lot 20A, Block 109, Section 26, Township 16 South, Range 1 East, approximately 240 feet east of Storey Drive and 250 feet west of Mesa Drive, City and County of Midland, (Council District 4)
LEGEND
CITY LIMITS
PARCEL
PRIVATE BLDGS
City of Midland, Texas Planning Division
Map by DH, 3/21/2025
©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 DH 3/21/2025

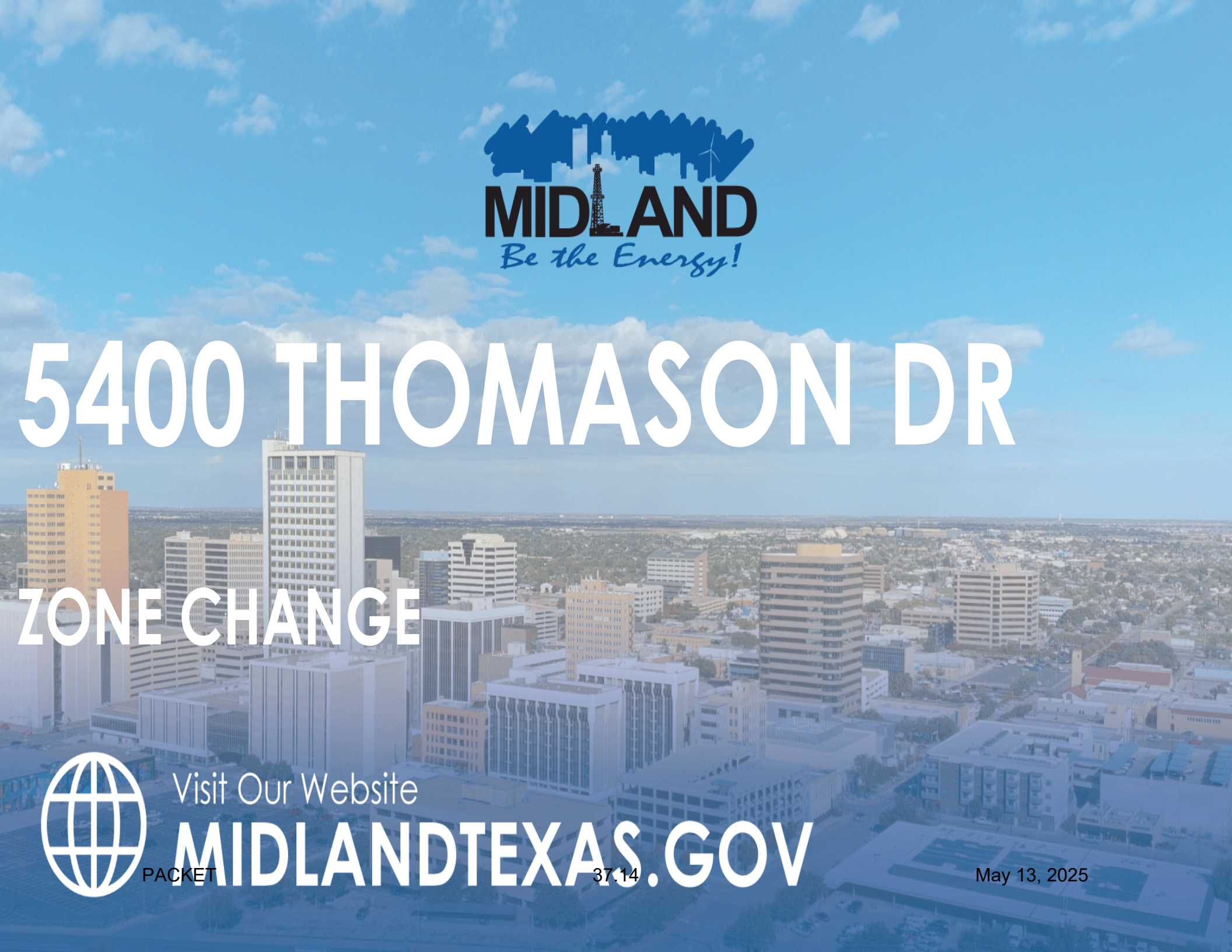
Z-25-0417

Scale: 1" = 155'

ZONING MAP

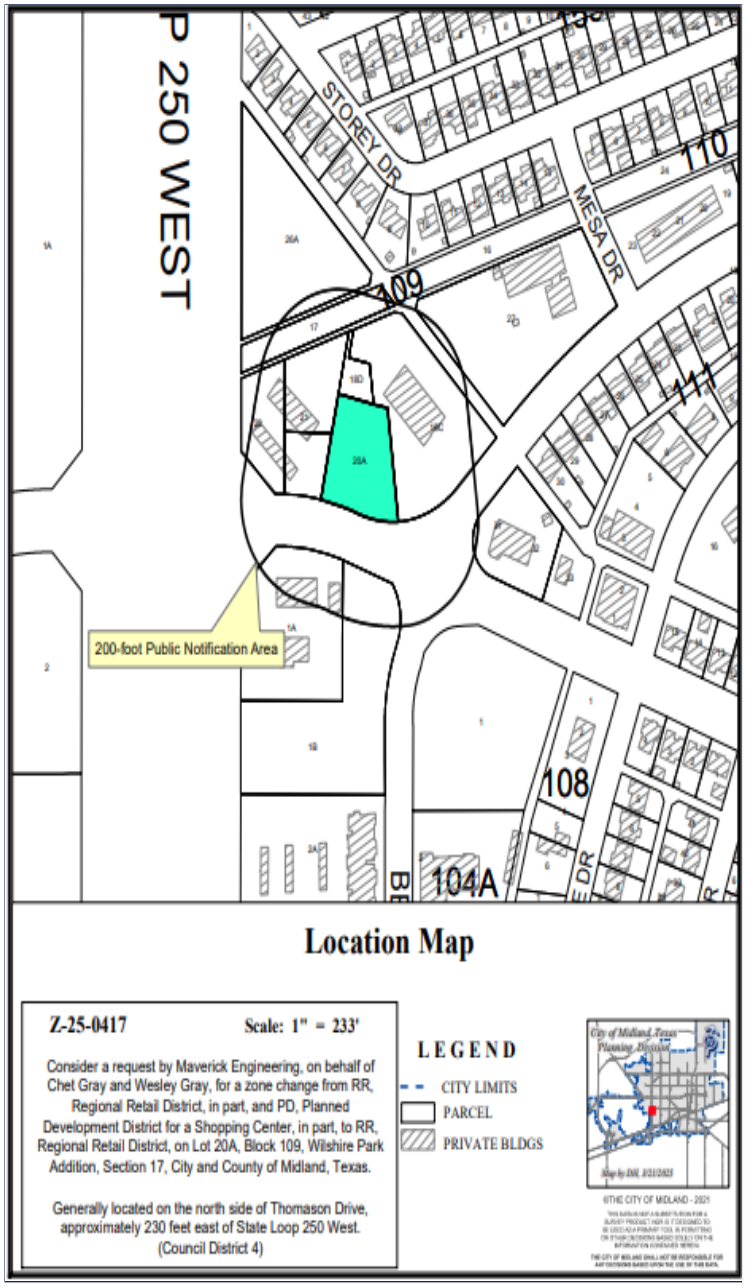
© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


109
17
18D
21
18C
20A
26A
16
27
31
32
33
28
29
1


MIDLAND
Be the Energy!
5400 THOMASON DR
ZONE CHANGE
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

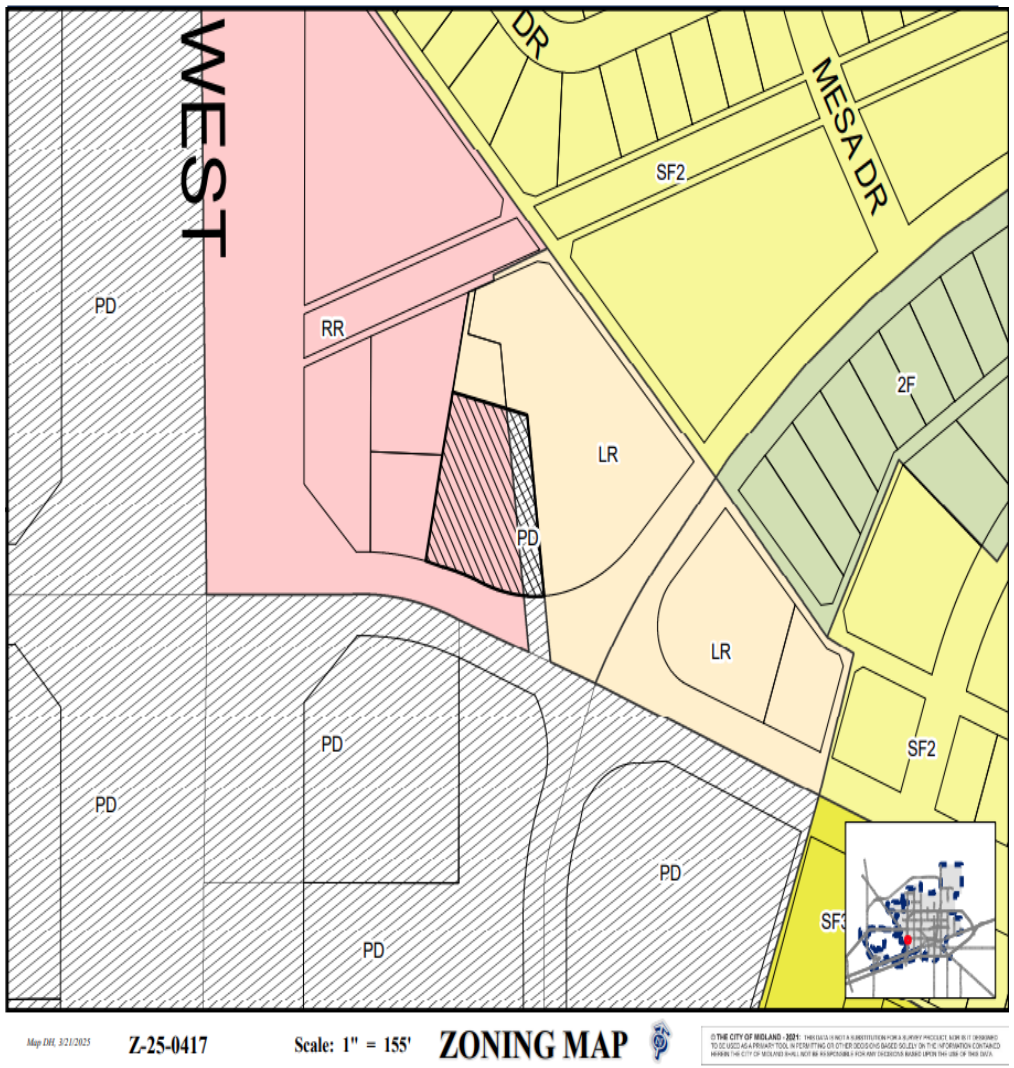
- **Property Owner & Developer:** Chet Gray and Wesley Gray
- **Representative:** Maverick Engineering
- **Application Type:** Zone Change
- **Address:** 5400 Thomason Drive (District 4)



MIDLAND
Be the Energy!

ZONING

- **Current Zoning:** RR, Regional Retail District, in part, and PD, Planned Development District for a Shopping Center, in part
- **Proposed Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North/East:** LR, Local Retail District
  - **South/West:** RR, Regional Retail District



LAND USE

- **Current Use:** Abandoned car wash
- **Proposed Use:** Car wash
- **Surrounding Uses:**
  - **North:** City owned Communication Towers and a Dollar General
  - **South:** Gas stations
  - **East:** Dollar General
  - **West:** Gas stations and a Frost Bank



MIDLAND
Be the Energy!

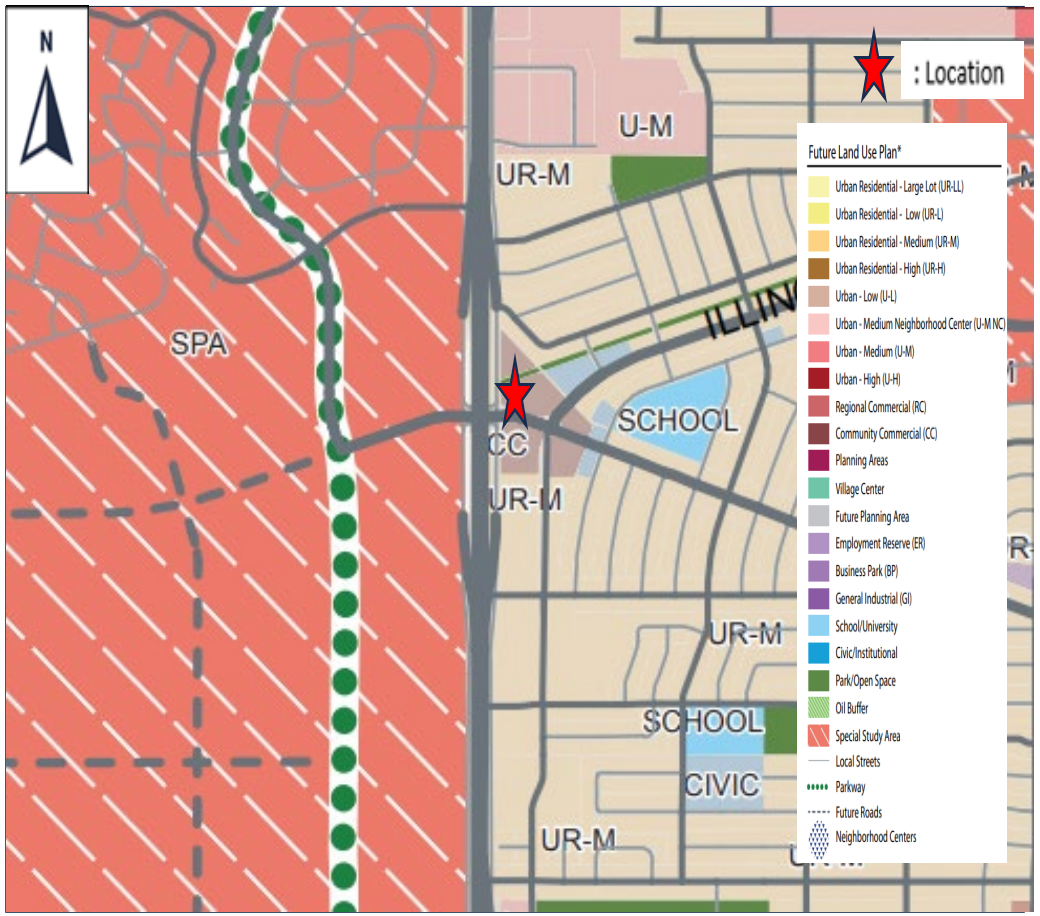
SITE PHOTO



On Thomason Drive, Looking North

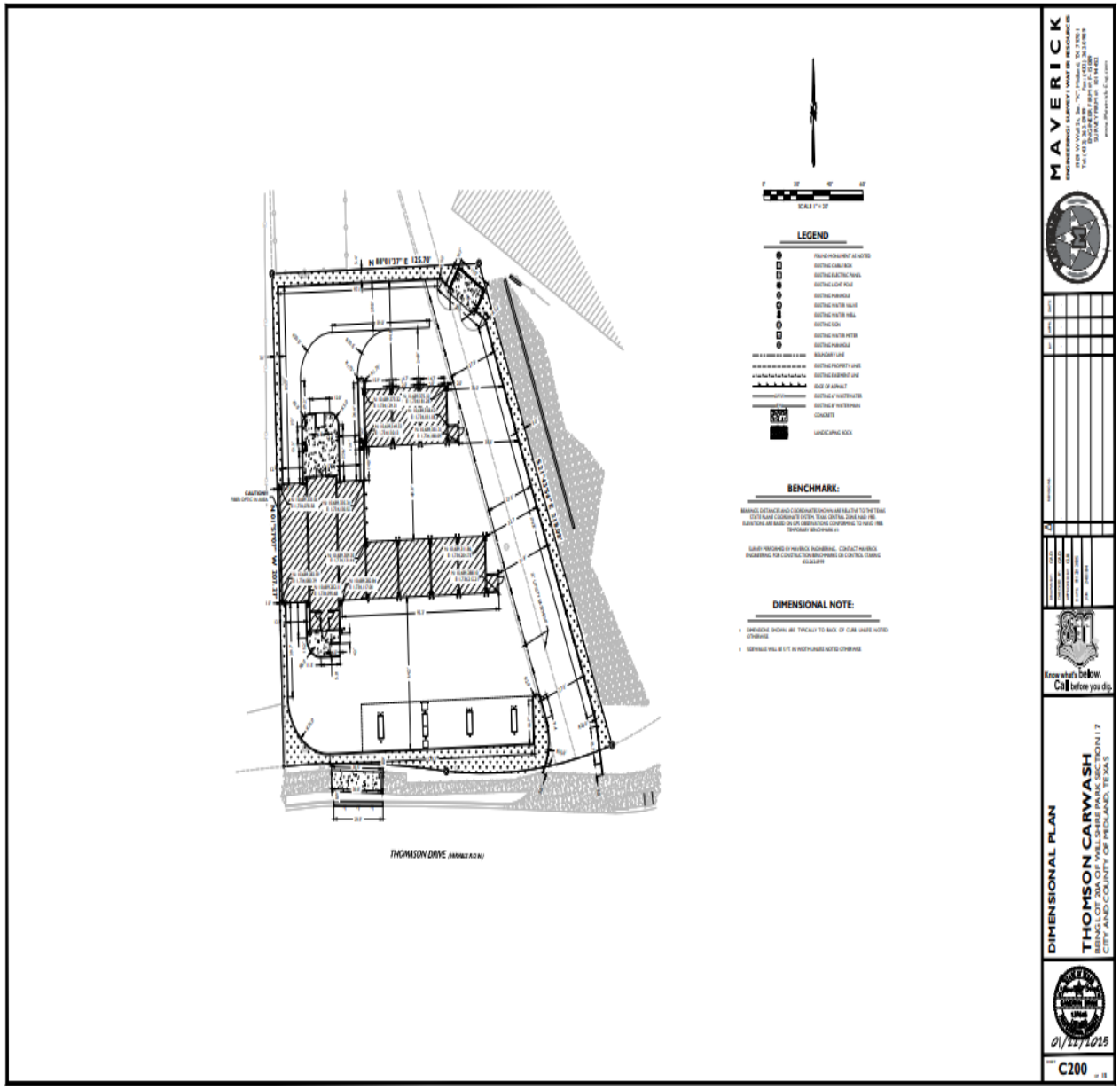
COMPREHENSIVE PLAN ANALYSIS

- **TCT Land Use Designation:**
  - Community Commercial
- **Supported Uses:**
  - No policies established



MIDLAND
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SITE PLAN



MIDLAND Be the Energy!

STAFF RECOMMENDATION

- The Planning & Zoning Commission recommended approval of this request on April 7, 2025.
- Therefore, staff recommends **APPROVAL** of this Zone Change from RR, Regional Retail District, in part, and PD, Planned Development District for a Shopping Center, in part, to RR, Regional Retail District.



MISSION

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



City Council Meeting

Item Number: 38

Meeting Date: May 13, 2024

To: City Council / City Manager

From: Madelim Jaquez, Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 29.19-ACRE TRACT OF LAND OUT OF SECTION 12, BLOCK 40, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM BP, I-20 BUSINESS PARK DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, IN PART TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF CHOLLA ROAD, APPROXIMATELY 845 FEET WEST OF ANTELOPE TRAIL); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

Parkhill is requesting a Zone Change from BP, I-20 Business Park District, in part, and PD, Planned Development District for a Shopping Center, in part, to LI, Light Industrial District for the removal of existing PD, Planned Development District, in order to make the zoning consist throughout the entirety of the property and develop for warehousing/distribution, on a 29.19-acre tract of land located on the north side of Cholla Road.

Recommended City Council Action:

Approve

Fiscal Impact:

The request has no significant impact on the City's budget.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

BP, I-20 Business Park District, in part, and PD, Planned Development District for a Shopping Center, in part

Surrounding Zoning and Land Use:

The property to the north is zoned LI, Light Industrial District, and is currently a vacant lot. The property to the east is zoned RR, Regional Retail District and is used for a gas station and convenience store. The properties to the south are zoned PD, Planned Development District for Housing Development, and are currently vacant. The property to the west is in the extraterritorial jurisdiction, which does not have zoning, and is currently a vacant lot.

Analysis:

The applicant is seeking this zone change from BP, I-20 Business Park District, in part, and PD, Planned Development District for a Shopping Center, in part, to LI, Light Industrial District, to remove the existing PD, Planned Development District, in order to make the zoning consistent for the entirety of the property. This vacant lot has two different zonings and should be changed to reflect one zoning for the entire property.

Changing this zone would help the future development of this area. The applicant intends to develop the property for warehousing/distribution, which is an allowed us in the LI, Light Industrial District. This property is currently being platted, and the proposed lot conforms to the LI, Light Industrial District requirements.

This request is not consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3; which designated this area as BP, I-20 Business Park District, but it is compatible with the surrounding area.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Oil and Gas: (Approved)

No Oil & Gas issues for Zoning.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

Staff recommends approval of this Zone Change from BP, I-20 Business Park District, in part, and PD, Planned Development District for a shopping center, in part**,** to LI, Light Industrial District.

Letters of Objection:

Staff has not received any letters of objection as of May 2, 2025.

Attachments:

Application
Survey
Maps
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 29.19-ACRE TRACT OF LAND OUT OF SECTION 12, BLOCK 40, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM BP, I-20 BUSINESS PARK DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, IN PART, TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF CHOLLA ROAD, APPROXIMATELY 845 FEET WEST OF ANTELOPE TRAIL); 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 29.19-acre tract of land out of Section 12, Block 40, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas (the "Property"), said Property being more specifically described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein, to LI, Light Industrial 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 BP, I-20 Business Park District, in part, and PD, Planned Development District for a Shopping Center, in part, to LI, Light Industrial 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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

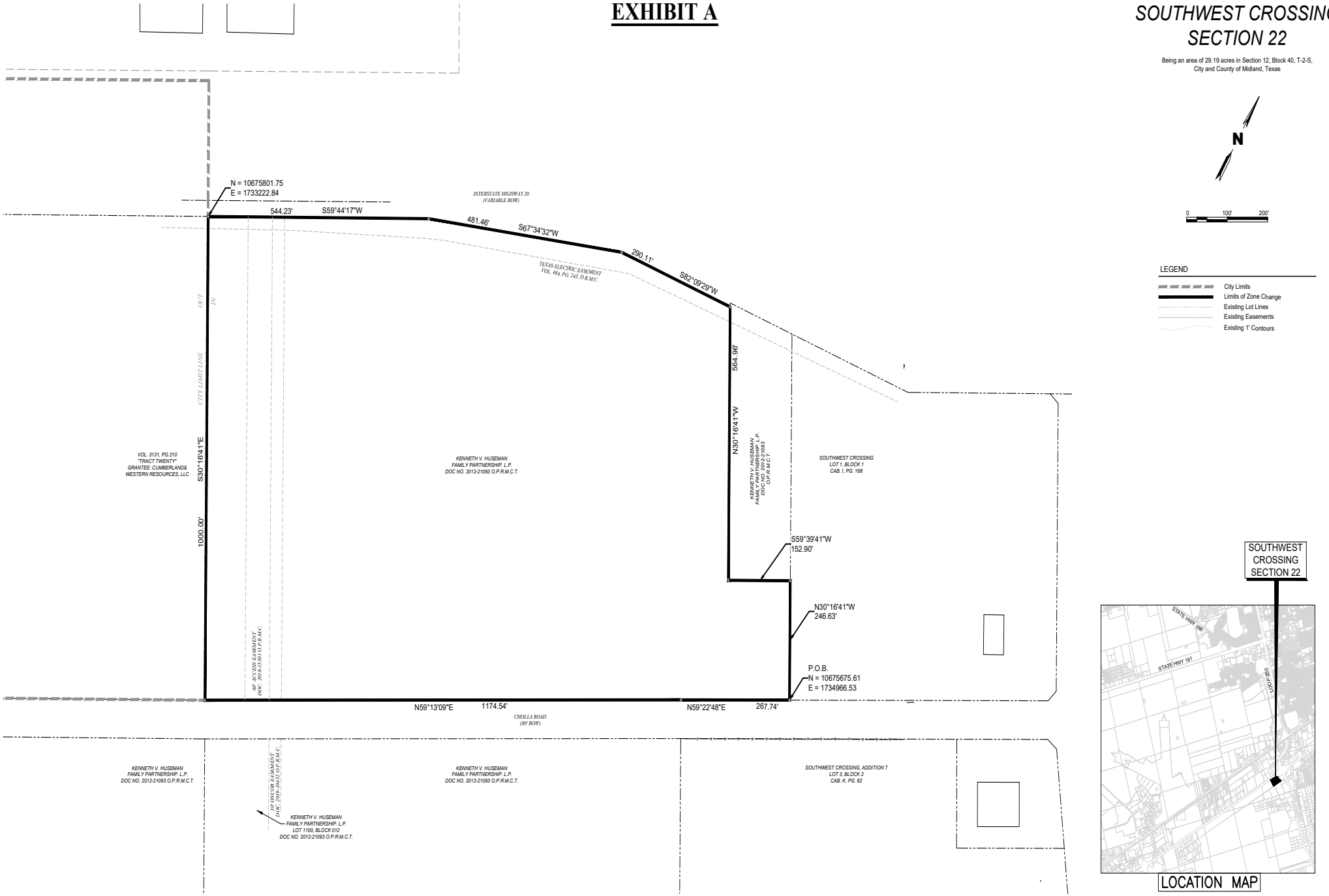
_____
Nicholas Toulet, Interim City Attorney

EXHIBIT A

ZONE CHANGE

SOUTHWEST CROSSING SECTION 22

Being an area of 29.19 acres in Section 12, Block 40, T-2-S,
City and County of Midland, Texas



LEGEND

- City Limits
- Limits of Zone Change
- Existing Lot Lines
- Existing Easements
- Existing 1' Contours

LOCATION MAP

V:\PROJECTS\P\PROJECTS\2025\44438\3400_DESIGN\1_DWG\900_CIVIL\08_ENTITLEMENTS\04_ZONE\ZONE 44438.DWG, 4/8/2025 10:23:1 PM, Vertex

Parkhill
Parkhill.com

Southwest Crossing 22
Zone Change Exhibit

Issue:	1.0
Date:	04/08/2025
Project No:	44438.24
Sheet:	1 of 1

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-25-0424

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: BH DevCo			Phone ( ) Email THammer@bhdevco.com
Address 2425 E. Camelback Rd, #220	City Phoenix	State AZ	Zip 85016

Property Owner Printed Name: Kenneth Huseman Family Partnership. L.P.			Phone ( ) Email jonathan.v.huseman@gmail.com
Address P.O. Box 2309	City Granbury	State TX	Zip 76048

Representative *(if different from Applicant or Property Owner)* Firm: Parkhill Printed Name: Logan Derise (PROJ # 44438.24)			Phone (432) 697-1447 Email jwallender@Parkhill.com
Address 1700 West Wall, Suite 100	City Midland	State Texas	Zip 79701

Street Address: Unplatted, plat in progress - Southwest Crossing, Section 22

Legal Description
Lot: Block: Subdivision:

Current Zoning: BP, I-20 Business Park ; PD, Planned Development

Proposed Zone: LI, Light Industrial
(List by tracts if more than one district is requested)

Reason for Zone Change Request: removal of existing PD, Planned Development

Present Use of Property: unpaved roadway ; undeveloped, raw land

Proposed Use of Property: warehouse/distribution facility ; ROW dedication

How would this zone change affect the public health, safety and welfare?
No impacts to the public, PD needs to be removed for this area

Describe how conditions affecting the property have changed since present zoning designation: No conditions have changed, PD needs to be cleaned up to match adjacent land

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): Logan S Derise	Date: 4/9/2025
Applicant (printed): Logan S. Derise	
Property Owner (signature): DocuSigned by: 8EEA2DC96ADB4D...	Date: 4/9/2025
Property Owner (printed) : Jonathan Huseman	

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 Logan Derise who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Midland County, 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.

Logan S Derise
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 9 day of April, 20 25, to certify which witness my hand and seal of office.

AMY LEWIS
Notary Public, State of Texas
Comm. Expires 10-16-2026
Notary ID 131761985

Amy Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization
☑ Application Fee
Check # Invoice
☑ Dimensioned Site Plan
☑ Plans in Digital Format (PDF/JPEG)

Received By: _____ Date: APR 9 2025

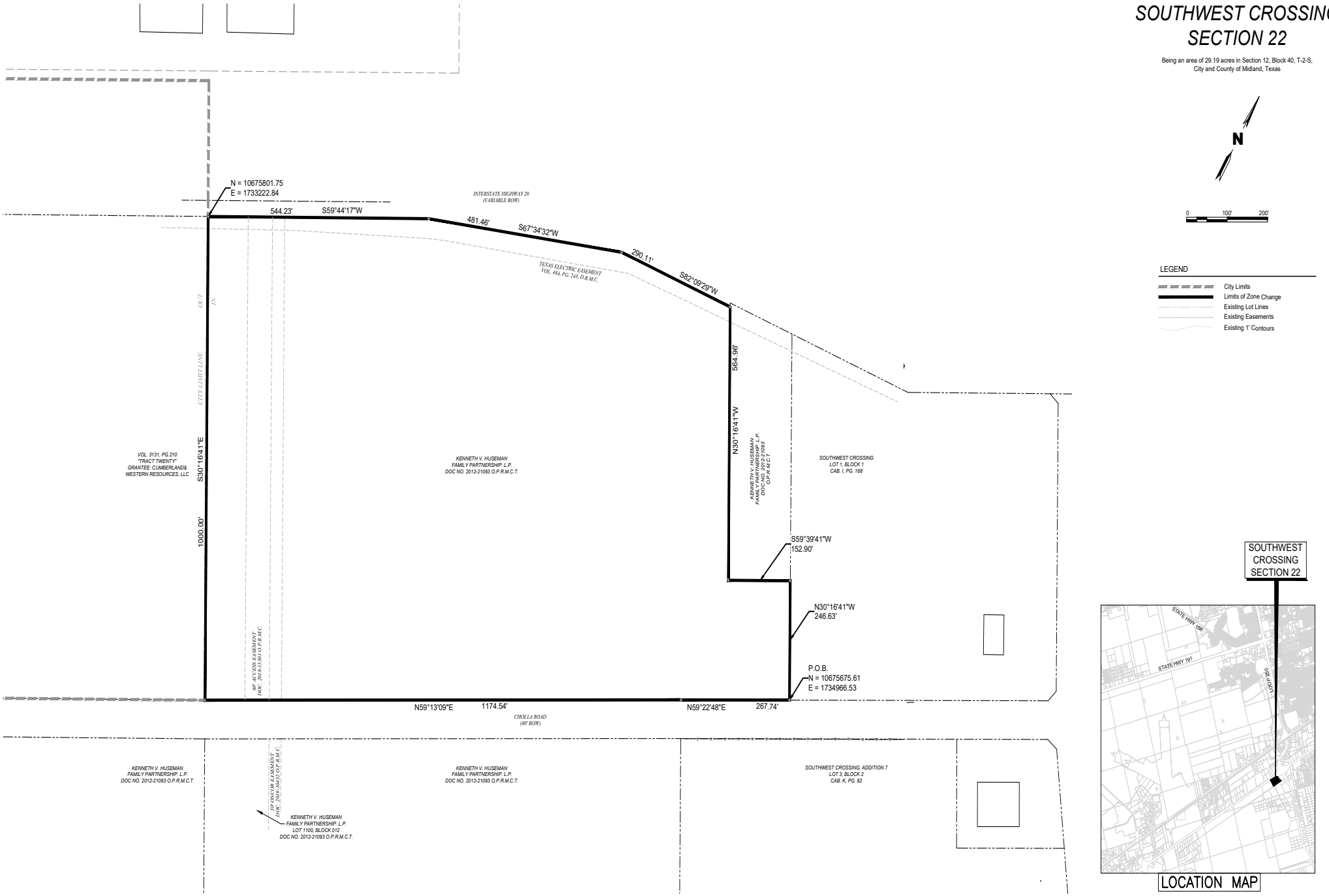
RECEIVED
APR 9 2025
Initial: _____

Application will not be considered for scheduling until reviewed by a planner.

ZONE CHANGE

SOUTHWEST CROSSING SECTION 22

Being an area of 29.19 acres in Section 12, Block 40, T-2-S, City and County of Midland, Texas

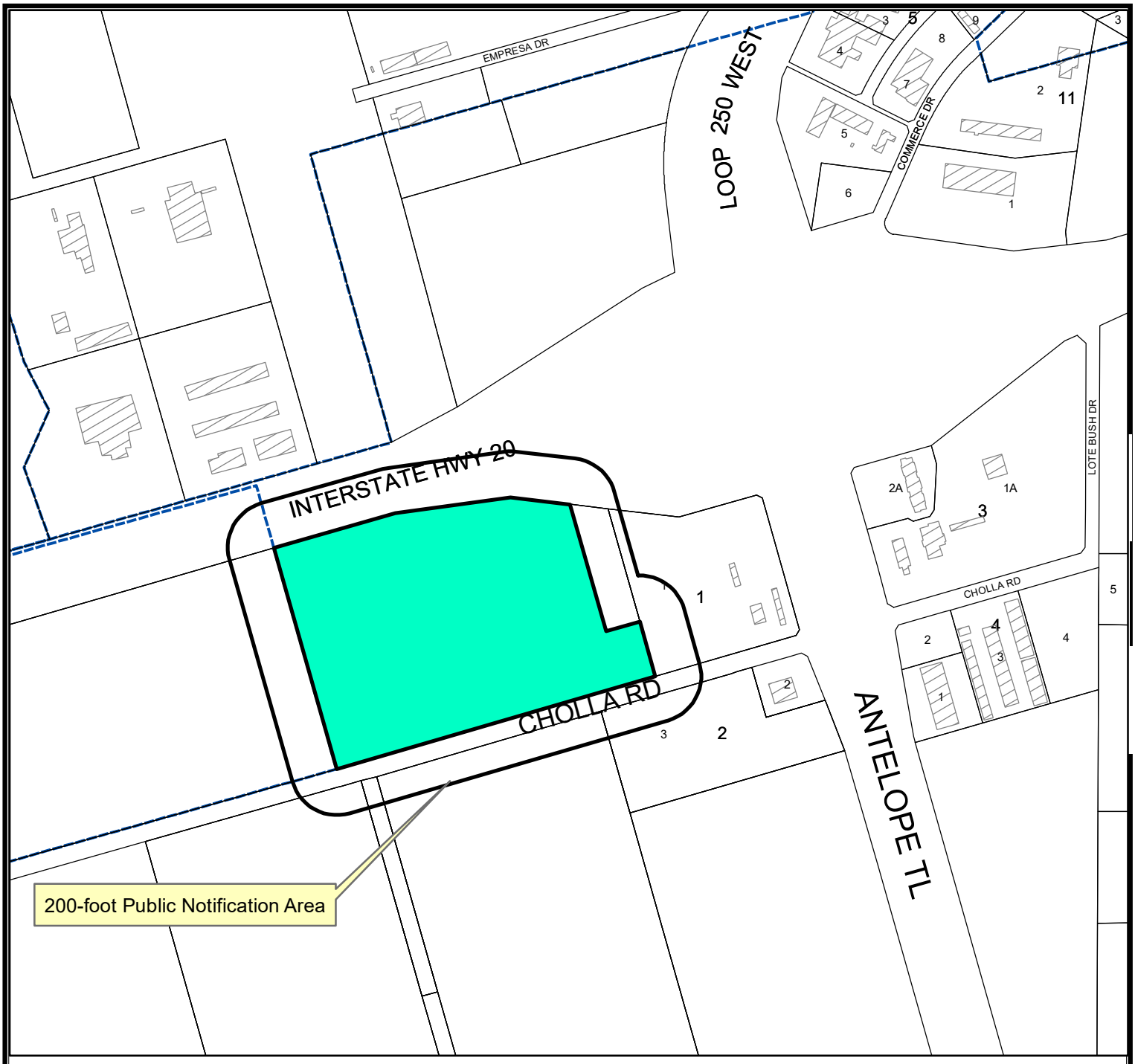


V:\PROJECTS\-GPS\PROJECTS\2024\44438.24\03_DESIGN\01_DWG\02_CIVIL\05_ENTITLEMENTS\04_ZONE\ZONE 44438.DWG, 4/8/2025 10:23:1 PM, Vertex

Parkhill
Parkhill.com

Southwest Crossing 22
Zone Change Exhibit

Issue:	1.0
Date:	04/08/2025
Project No:	44438.24
Sheet:	1 of 1



Location Map

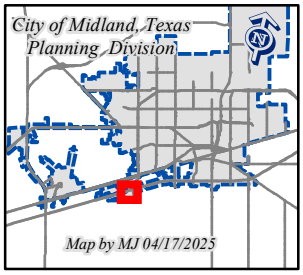
Z-25-0424 **Scale: 1" = 620'**

Consider a request by Parkhill for a Zone Change from BP, I-20 Business Park District, in part, and PD, Planned Development District for a Shopping Center, in part, to LI, Light Industrial District, on a 29.19-acre tract of land out of Section 12, Block 40, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas.

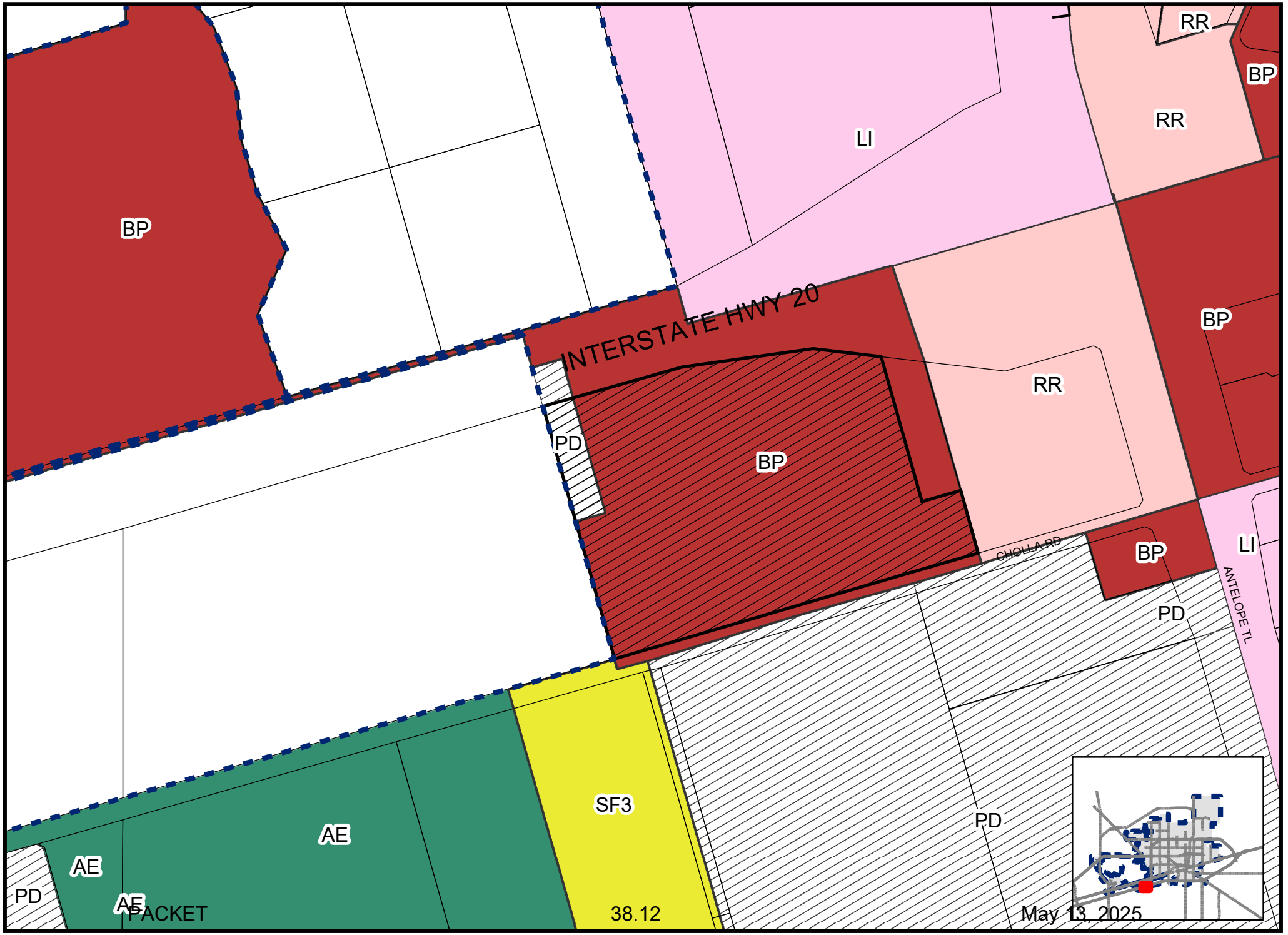
Generally located on the north side of Cholla Road, approximately 845 feet west of Antelope Trail. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by MJ 04/17/2025

Z-25-0424

Scale: 1" = 457'

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.

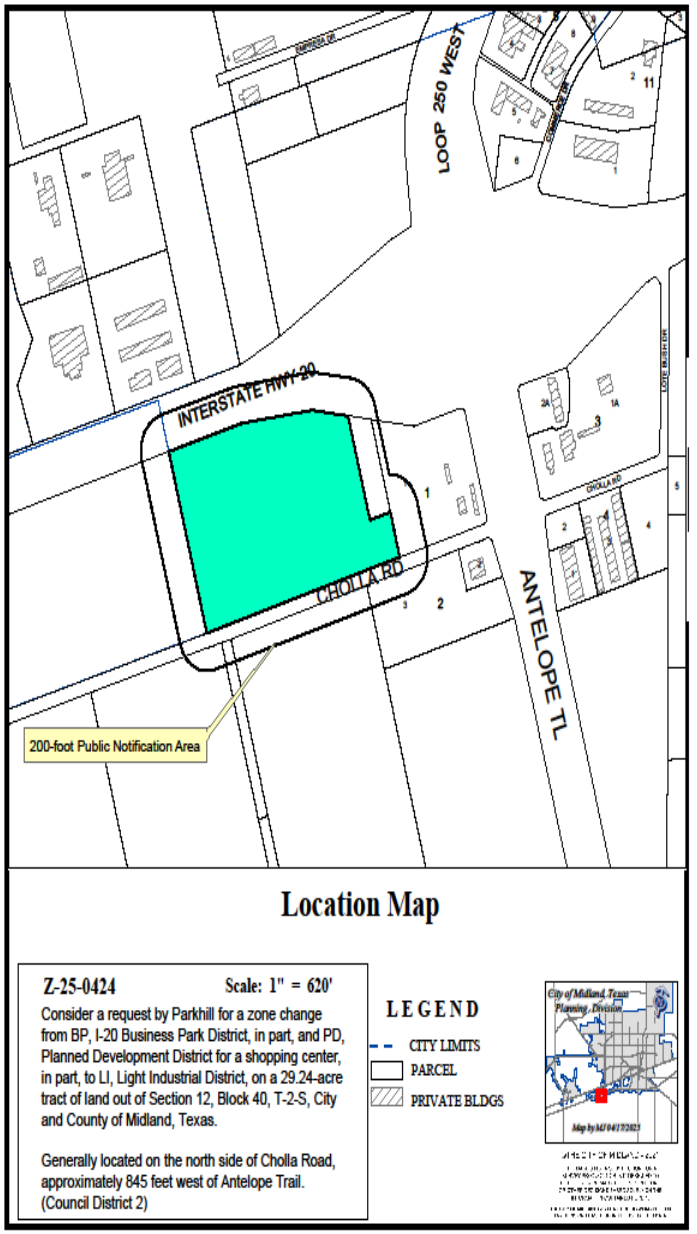

INTERSTATE HWY 20
CHOLLA RD
ANTELOPE TL
1
2




MIDLAND
Be the Energy!
6301 WEST INTERSTATE 20
ZONE CHANGE
Visit Our Website
MIDLANDTEXAS.GOV

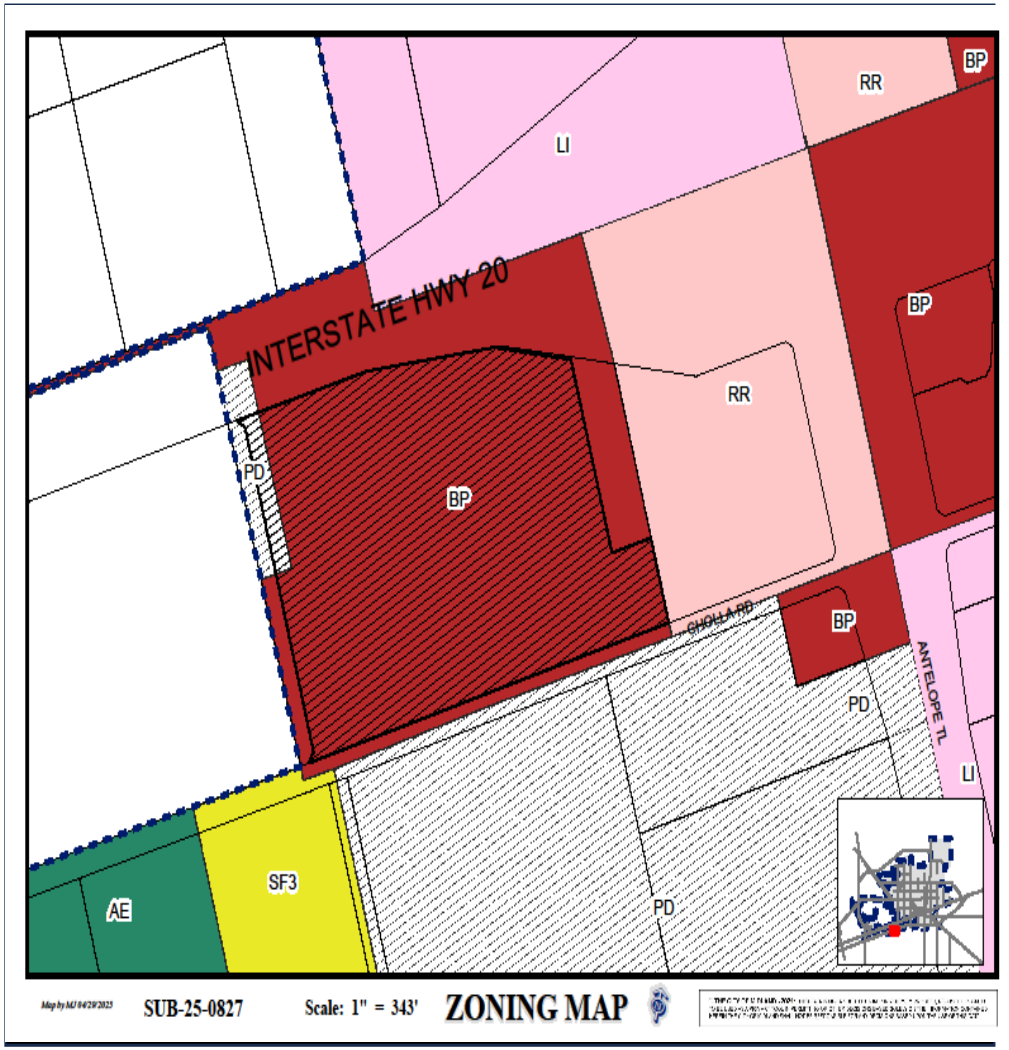
APPLICATION SUMMARY

- **Property Owner:** Kenneth Huseman Family Partnership, L.P.
- **Applicant:** BH DevCo
- **Representative:** Logan Derise, with Parkhill
- **Application Type:** Zone Change
- **Location:** 6301 West Interstate 20 (Council District 2)



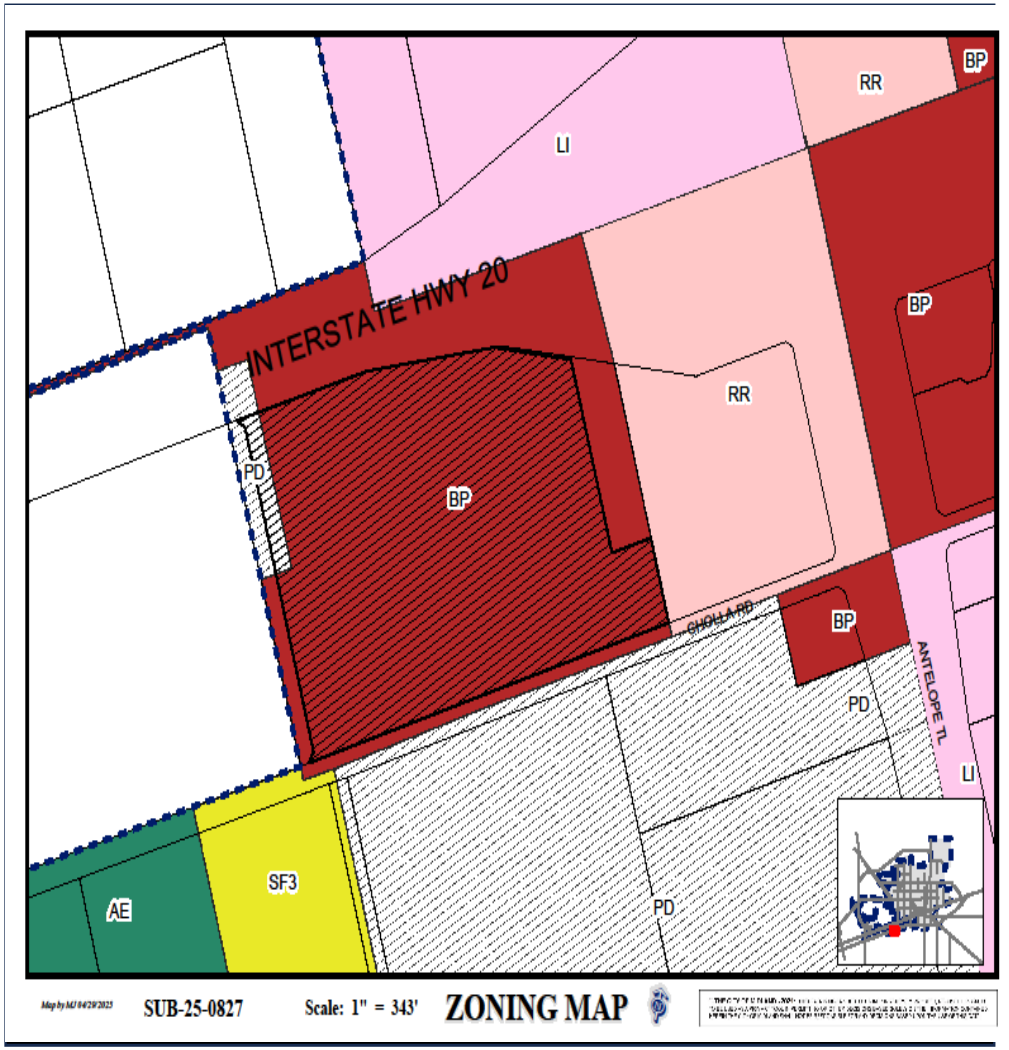
ZONING

- **Current Zoning:** BP, I-20 Business Park District, in part, and PD Planned Development District for a Shopping Center, in part
- **Surrounding Zoning:**
  - **North:** LI, Light Industrial District
  - **South:** PD, Planned Development District for a Housing Development



ZONING

- **Surrounding Zoning:**
  - **West:** ETJ, Extraterritorial Jurisdiction
  - **East:** RR, Regional Retail District, and BP, 1-20 Business Park District
- **Proposed Zoning:** LI, Light Industrial District



LAND USE

- **Current Use:** Vacant
- **Proposed Use:**
  Warehouse/Distribution Center
- **Surrounding Uses:**
  - **North/South/West:** Vacant land
  - **East:** Gas Station



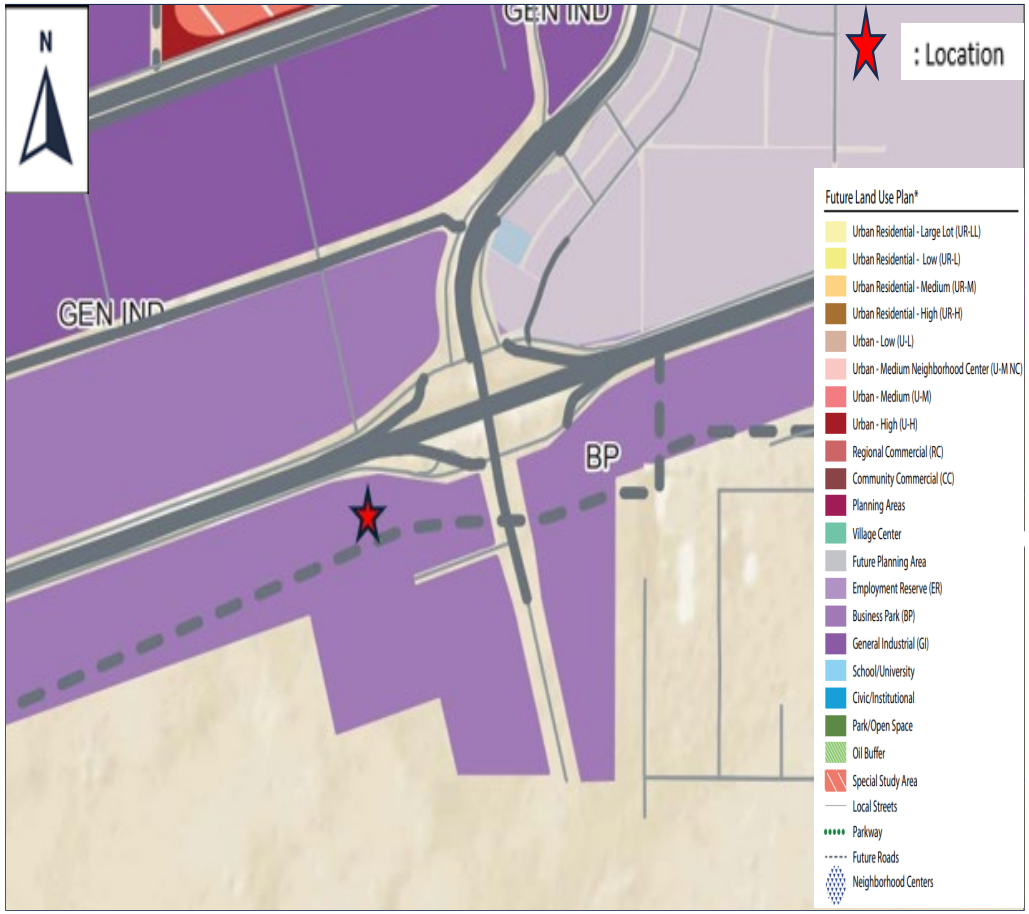
SITE PHOTO



On Cholla Road, Looking North

COMPREHENSIVE PLAN ANALYSIS

- **TCT Land Use Designation:**
  - BP, I-20 Business Park District
- **Supported Uses:**
  - Supports warehousing and distribution with larger scale visitor services located at the major intersections.

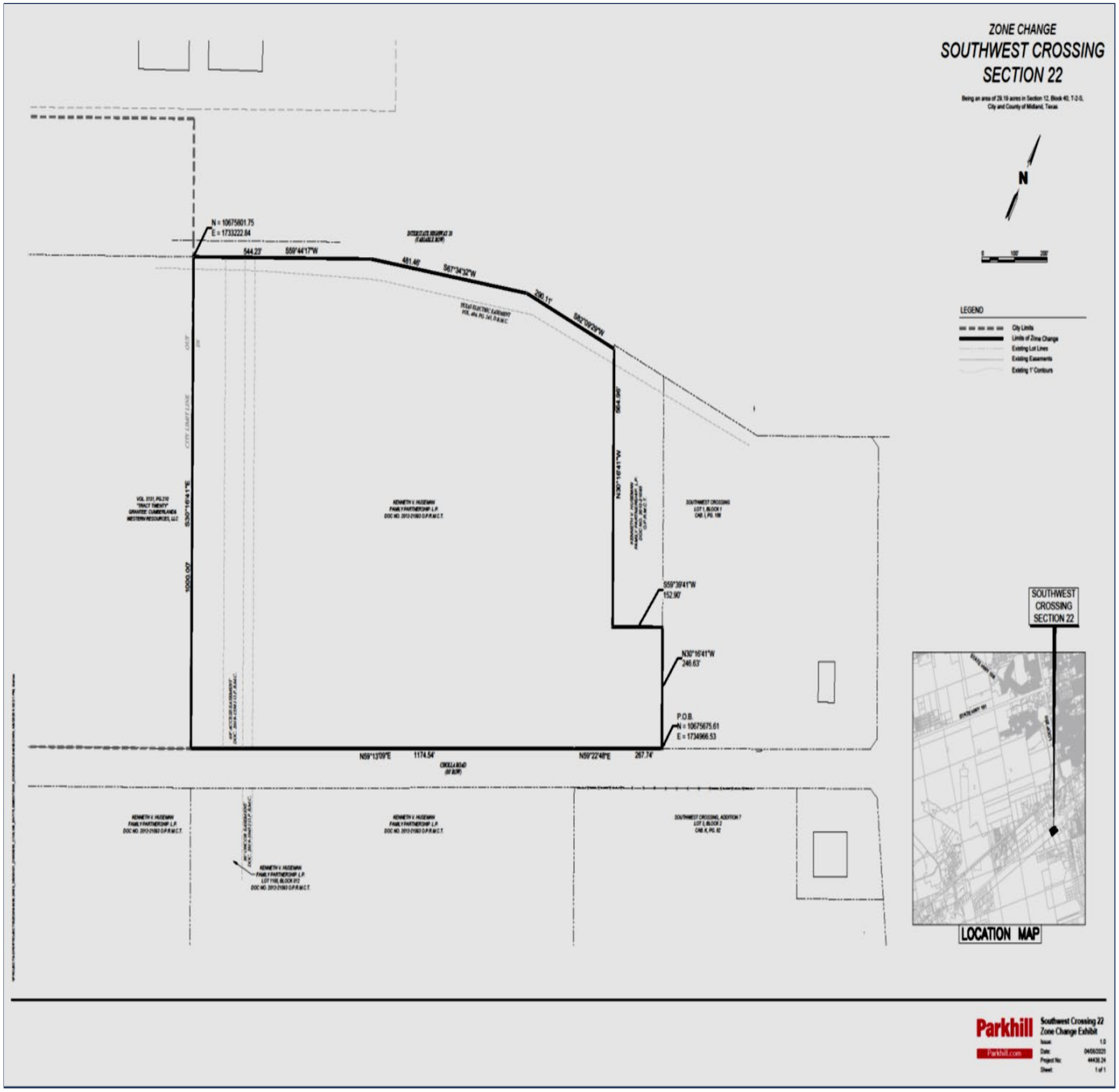


COMPREHENSIVE PLAN ANALYSIS

- Request is **compatible** with the Tall City Tomorrow Plan, but not with the surrounding area.



SURVEY


ZONE CHANGE
SOUTHWEST CROSSING
SECTION 22
N
LEGEND
City Limits
Limits of Zone Change
Existing Lot Lines
Existing Easements
Existing 1' Contours
N = 10675901.75
E = 1733222.84
544.23'
S59°44'17"W
481.46'
S67°34'32"W
290.11'
S82°39'29"W
664.98'
N30°16'41"W
S59°39'41"W
152.90'
N30°16'41"W
246.63'
P.O.B.
N = 10675675.61
E = 1734966.53
S30°16'41"E
1000.00'
N59°13'09"E
1174.54'
N59°22'48"E
267.74'
ORELLA ROAD
(80' R/W)
SOUTHWEST CROSSING
LOT 1, BLOCK 1
CAB. I, PG. 199
SOUTHWEST CROSSING, ADDITION 7
LOT 1, BLOCK 2
CAB. K, PG. 82
SOUTHWEST CROSSING SECTION 22
LOCATION MAP
Parkhill
Parkhill.com
Southwest Crossing 22
Zone Change Exhibit
Issue: 1.0
Date: 04/08/2025
Project No: 44438.24
Sheet: 1 of 1

STAFF RECOMMENDATION

- No objections received.
- Therefore, staff recommends **APPROVAL** of this Zone Change from BP, I-20 Business Park District, in part, and PD, Planned Development District for a Shopping Center, in part, to LI, Light Industrial District.



MISSION

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



City Council Meeting

Item Number: 39

Meeting Date: May 13, 2025

To: City Council / City Manager

From: Rachel Guentensberger, Deputy City Secrcetary

Subject: AN ORDINANCE AMENDING TITLE IV, "BUILDING REGULATIONS" OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, BY ADDING CHAPTER 14, "THIRD-PARTY PLAN REVIEW AND INSPECTION", SO AS TO ESTABLISH A PROCEDURE TO ALLOW THIRD-PARTY ORGANIZATIONS TO CONDUCT PLAN REVIEWS AND INSPECTIONS FOR CONSTRUCTION PROJECTS; NEGATING AND DISPENSING WITH THE CULPABLE MENTAL STATE REQUIREMENT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE THAT SHALL BE 30 DAYS AFTER THE DATE OF ADOPTION OF THIS ORDINANCE; AND ORDERING PUBLICATION (DISTRICT 4) (CITY SECRETARY'S OFFICE) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

This ordinance creates a pilot program allowing qualified third-party organizations to perform plan reviews and inspections for Zoo Midland, a complex and specialized development. The pilot is limited to the zoo site only and is intended to evaluate whether third-party services can enhance flexibility and responsiveness without compromising public safety or code compliance.

Recommended City Council Action:

Approve

Fiscal Impact:

No direct fiscal impact to the City. Third-party fees are paid by the developer.

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

Chapter 4-14 establishes procedures for designating and regulating third-party reviewers and inspectors for Lot 1, Block 1, Zoo Midland. The zoo's unique technical needs make it an ideal candidate for a limited-use pilot. Third-party services may offer faster turnaround times and specialized experience.

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE IV, "BUILDING REGULATIONS" OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, BY ADDING CHAPTER 14, "THIRD-PARTY PLAN REVIEW AND INSPECTION", SO AS TO ESTABLISH A PROCEDURE TO ALLOW THIRD-PARTY ORGANIZATIONS TO CONDUCT PLAN REVIEWS AND INSPECTIONS FOR CONSTRUCTION PROJECTS; NEGATING AND DISPENSING WITH THE CULPABLE MENTAL STATE REQUIREMENT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE THAT SHALL BE 30 DAYS AFTER THE DATE OF ADOPTION OF THIS ORDINANCE; AND ORDERING PUBLICATION

WHEREAS, the City Council finds it to be in the public interest to amend Title IV, "Building Regulations" of the City Code of the City of Midland, Texas, by adding Chapter 14, "Third-Party Plan Review and Inspection", so as to establish a procedure to allow third-party organizations to conduct plan reviews and inspections for construction projects; and

WHEREAS, the Council finds that all legal requirements and conditions precedent to the adoption of this ordinance have been satisfied;

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

SECTION ONE. That Title IV, "Building Regulations" of the City Code of the City of Midland, Texas, is hereby amended to add Chapter 14, "Third-Party Plan Review and Inspection", which shall read in its entirety as follows:

4-14-1. Purpose; application.

(A) *Purpose.* The purpose of this Chapter is to establish a procedure to allow an Authorized Third-Party Organization to carry out the plan review provisions of the Technical Codes, the inspection provisions of the Technical Codes, or both the plan review provisions and the inspection provisions of the Technical Codes.

(B) *Application.* The provisions of this Chapter shall apply only to construction projects that occur within the boundaries of the tract of land described as Lot 1, Block 1, Zoo Midland, City and County of Midland, Texas, as shown in the final plat of Zoo Midland recorded at Instrument Number 2025-10114 in the official plat records of Midland County.

4-14-2. Definitions.

As used in this Chapter:

(A) *Agreement* means a written agreement between the City of Midland and a Third-Party Organization in a form approved by the City Attorney under which the Third-Party Organization agrees to indemnify, hold harmless, and defend the City of Midland from claims that arise from the performance of services authorized by this Chapter.

(B) *Authorized Third-Party Organization* means a Third-Party Organization that has been designated by the Building Official to carry out the plan review provisions of the Technical Codes, the inspection provisions of the Technical Codes, or both the plan review provisions and the inspection provisions of the Technical Codes.

(C) *Building Official* means the City of Midland's Building Official.

(D) *City Manager* means the City of Midland's City Manager or the City Manager's designee.

(E) *Plumbing Inspection Business* means a Third-Party Organization whose scope of business includes conducting inspections of matters specified in Chapter 3 of this Title and plumbing matters specified in the other Technical Codes.

(F) *Qualified Plumbing Inspection Business* means an Authorized Third-Party Organization that is a Plumbing Inspection Business.

(G) *Technical Code* means Chapter 1, 2, 3, 4, 5, 10, 11, or 12 of this Title.

(H) *Third-Party Organization* means a private organization whose scope of business includes conducting plan reviews, inspections, or both plan reviews and inspections of matters specified in one or more Technical Codes.

4-14-3. Authorization and prohibition.

(A) *Authorization.* An Authorized Third-Party Organization may, in accordance with this Chapter and to the extent authorized in the Building Official's designation of the Authorized Third-Party Organization, carry out the plan review provisions of the Technical Codes, the inspection provisions of the Technical Codes, or both the plan review provisions and the inspection provisions of the Technical Codes.

(B) *Conflicts.* To the extent that an Authorized Third-Party Organization is not authorized by the Technical Codes or other City ordinances to carry out the plan review provisions or the inspection provisions of the Technical Codes, the provisions of this Chapter shall apply.

(C) *Prohibitions.*

1. No person or entity that is not an Authorized Third-Party Organization shall carry out the plan review provisions or the inspection provisions of the Technical Codes or offer such services.

2. An Authorized Third-Party Organization shall not carry out the plan review provisions or the inspection provisions of the Technical Codes if such action exceeds the scope of the authorization in the Building Official's designation of the Authorized Third-Party Organization.

4-14-4. Designation as an Authorized Third-Party Organization.

(A) *Application.* A Third-Party Organization may submit to the Building Official an application to be designated as an Authorized Third-Party Organization on a form prescribed by the Building Official. The following information shall be included in the application or submitted with the application in addition to any other information required by the Building Official:

1. a description of each field for which the Third-Party Organization seeks to be designated as an Authorized Third-Party Organization;

2. documents, as required by the Building Official, that evidence adequate training, knowledge, and certification, as applicable, in each specified field for which the Third-Party Organization seeks to be designated as an Authorized Third-Party Organization, including knowledge of City ordinances that affect each such field;

3. an indication of whether the Third-Party Organization is seeking to carry out the plan review provisions of the Technical Codes applicable to each specified field, the inspection provisions of the Technical Codes applicable to each specified field, or both the plan review provisions and the inspection provisions of the Technical Codes applicable to each specified field;

4. a certificate of insurance evidencing minimum insurance coverage as follows:

   (a) Commercial General Liability:
   -Personal Injury $1,000,000.00 per person
   $1,000,000.00 per occurrence
   -Property Damage $1,000,000.00 per occurrence
   The Commercial General Liability policy shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis;

   (b) Automobile Liability: $1,000,000.00 combined single limit per accident for personal injury and property damage;

   (c) Professional Liability (also known as Errors & Omissions): $1,000,000.00 per occurrence and annual aggregate;

   (d) Workers' Compensation: Statutory limits;

   (e) Employers' Liability: $500,000.00 per accident or occurrence; and

   (f) Policy Endorsements:
   Name the City of Midland as an Additional Insured on all insurance policies except Workers' Compensation and Professional Liability; and
   Waive subrogation in favor of the City of Midland on all insurance policies;

5. an Agreement executed by the Third-Party Organization, which shall be executed by the Building Official on behalf of the City if the application is approved or partially approved; and

6. the application fee if such a fee is prescribed in the City's fee schedule.

(B) *Review and approval of application.*

1. Review. The Building Official shall review an application of a Third-Party Organization and the information submitted therewith to determine whether the application satisfies the application requirements of Subsection (A) and whether the Third-Party Organization has demonstrated adequate training, knowledge, and certification, as applicable, in each field for which the Third-Party Organization seeks to be designated as an Authorized Third-Party Organization.

2. Approval. Upon the Building Official's determination that an application is in compliance with the application requirements of Subsection (A) and that the Third-Party Organization has demonstrated adequate training, knowledge, and certification, as applicable, in each field for which the Third-Party Organization seeks to be designated as an Authorized Third-Party Organization, the Building Official shall approve the application and designate the Third-Party Organization as an Authorized Third-Party Organization for the fields specified in the application for the purpose of carrying out the plan review provisions of the Technical Codes applicable to each such field, the inspection provisions of the Technical Codes applicable to each such field, or both the plan review provisions and the inspection provisions of the Technical Codes applicable to each such field. Upon such approval and designation, the Building Official shall execute the Agreement and provide to the Third-Party Organization a copy of the fully executed Agreement and written notice of the approval and designation.

3. Partial Approval. Upon the Building Official's determination that an application is in compliance with the application requirements of Subsection (A) and that the Third-Party Organization has demonstrated adequate training, knowledge, and certification, as applicable, in at least one field, but not all fields, for which the Third-Party Organization seeks to be designated as an Authorized Third-Party Organization, the Building Official shall:

   (a) partially approve the application and designate the Third-Party Organization as an Authorized Third-Party Organization only in the field or fields for which the Third-Party Organization has demonstrated adequate training, knowledge, and certification, as applicable, for the purpose of carrying out the plan review provisions of the Technical Codes applicable to each such field, the inspection provisions of the Technical Codes applicable to each such field, or both the plan review provisions and the inspection provisions of the Technical Codes applicable to each such field;

   (b) partially disapprove the application to the extent that the Third-Party Organization has not demonstrated adequate training, knowledge, or certification, as applicable; and

   (c) upon such partial approval and partial disapproval, execute the Agreement and provide to the Third-Party Organization a copy of the fully executed Agreement and written notice of the partial approval and designation, which shall specify each field for which the Third-Party Organization is an Authorized Third-Party Organization, and of the partial disapproval, which shall state the reasons for the partial disapproval.

4. Disapproval. Upon the Building Official's determination that an application is not in compliance with the application requirements of Subsection (A) or that the Third-Party Organization has not demonstrated adequate training, knowledge, or certification, as applicable, for any field for which the Third-Party Organization seeks to be designated as an Authorized Third-Party Organization, the Building Official shall disapprove the application. Upon such disapproval,

the Building Official shall provide to the Third-Party Organization written notice of the disapproval, which shall state the reasons for the disapproval.

5. Opportunity to remedy reasons for disapproval. If an application is disapproved, in whole or in part, the Third-Party Organization may, within 30 days following the date of the written notice of such disapproval, submit to the Building Official a revised application and any additional information that is necessary to remedy the reasons for disapproval. The Building Official shall review such revised application and additional information and approve, partially approve, or disapprove the application as provided in this Section.

(C) *Term of designation of Authorized Third-Party Organization; assignment.*

1. Term. The designation of an Authorized Third-Party Organization shall remain effective unless suspended or terminated in accordance with the provisions of this Chapter.

2. No assignment. An Authorized Third-Party Organization shall not assign its designation as an Authorized Third-Party Organization. Any purported assignment of such designation shall be void.

4-14-5. Duties of an Authorized Third-Party Organization.

(A) *Compliance with this Chapter.* An Authorized Third-Party Organization shall fully comply with the provisions of this Chapter and shall not carry out the plan review or inspection provisions of the Technical Codes in a field for which it is not designated as an Authorized Third-Party Organization. Each agent, officer, and employee of an Authorized Third-Party Organization shall comply with, and ensure the Authorized Third-Party Organization's compliance with, the provisions of this Chapter.

(B) *Duty to provide current information.* If any information contained in or submitted with an Authorized Third-Party Organization's application described in Section 4-14-4(A) is incorrect or changes, the Authorized Third-Party Organization shall promptly provide the correct current information to the Building Official. This is a continuing duty of an Authorized Third-Party Organization.

(C) *Maintain insurance.* At all times, an Authorized Third-Party Organization shall maintain the insurance coverage described in Section 4-14-4(A)4 and shall maintain on file with the Building Official a current certificate of insurance evidencing that the insurance requirements are satisfied.

(D) *Ensure compliance with applicable codes.* An Authorized Third-Party Organization that performs plan review or inspection services for a project shall ensure that the project complies with the applicable Technical Codes and all other applicable City ordinances, including, but not limited to, ordinances related to zoning, subdivisions of land, proximity of structures to oil and gas wells, and stormwater management.

(E) *Conflict of interest.* An Authorized Third-Party Organization shall not perform plan review or inspection services regarding a project as authorized by this Chapter if the Authorized Third-Party Organization, or an agent, officer, or employee thereof, is:

1. a licensed architect, registered engineer, or other person or entity who prepared or supervised the preparation of the project plans or specifications, or an agent, officer, or employee thereof;

2. an owner of the project, or an agent, officer, or employee thereof;

3. an owner of the site on which the project will be constructed, or an agent, officer, or employee thereof;

4. a builder, contractor, or subcontractor who performs or is reasonably anticipated to perform work on the project, or an agent, officer, or employee thereof; or

5. an affiliate of any person or entity listed in Paragraph 1, 2, 3, or 4 above.

4-14-6. Plan review.

(A) *Permit required.* The performance of plan review by an Authorized Third-Party Organization shall not exempt or otherwise relieve the owner of the project, or other parties as applicable, from the required submittal for a permit, which shall include the appropriate plans as prescribed in the applicable Technical Codes or other City ordinances.

(B) *Submittal requirements.* Along with the submittal of plans, the following information shall be submitted to the Building Official:

1. name of the Authorized Third-Party Organization and all individuals involved in the plan review;

2. the Authorized Third-Party Organization's report of the plan review results, which shall contain, at a minimum, the construction type, occupancy group, occupant load, area calculations, story calculations, height measurements, and exiting calculations, and shall demonstrate compliance with applicable regulations governing zoning, subdivisions of land, proximity of structures to oil and gas wells, and stormwater management;

3. any submittal required by Title XI, Chapter 12 of the City Code; and

4. other information as required by the Building Official.

(C) *Issuance of permit.* If the Building Official determines that the submittal satisfies the requirements of this Chapter and indicates compliance with the applicable Technical Codes and other City ordinances, the Building Official shall issue the applicable permit; provided, however, that if impact fees are assessed under a City ordinance, no building permit shall be issued until the City has received payment of the applicable impact fees.

(D) *Code interpretation.* This Section does not authorize an Authorized Third-Party Organization to exercise the Building Official's discretion, nor shall this Section be deemed to be a delegation of the Building Official's discretion to an Authorized Third-Party Organization. The Building Official shall maintain full interpretation authority of all Technical Codes as well as the authority to enforce the Technical Codes, including, but not limited to, authority to withhold a permit if the Building Official determines that a submittal does not indicate compliance with the applicable Technical Codes or other City ordinances.

4-14-7. Inspection.

(A) *Application process.* If an owner, builder or authorized agent thereof wishes to use a Third-Party Organization for inspection, such person shall submit to the Building Official the appropriate application on a form prescribed by the Building Official

for approval before inspections commence. The Building Official shall review the application to confirm that the chosen Third-Party Organization is an Authorized Third-Party Organization that is acting in compliance with this Chapter.

(B) *Plumbing inspection fee.* If an application is submitted under Subsection (A) regarding an inspection of plumbing, the application shall not be considered complete unless a sum equal to the fee that will be charged by the Qualified Plumbing Inspection Business has been submitted to the City. The City shall pay this sum directly to the Qualified Plumbing Inspection Business, and the Qualified Plumbing Inspection Business shall accept no additional fee from any other person or entity for the inspection.

(C) *Code interpretation.* This Section does not authorize an Authorized Third-Party Organization to exercise the Building Official's discretion, nor shall this Section be deemed to be a delegation of the Building Official's discretion to an Authorized Third-Party Organization. The Building Official shall maintain full interpretation authority of all Technical Codes as well as the authority to enforce the Technical Codes and require corrections, including, but not limited to, authority to issue notices of violations and stop work orders.

(D) *Quality control.* The Building Official, in the Building Official's sole discretion, may make periodic site visits to review and inspect the work under construction. Whenever possible, the Building Official may coordinate such visits with the Authorized Third-Party Organization.

(E) *Inspection.* A person may proceed with construction only upon the Authorized Third-Party Organization's approval after performing the inspections as required by the Technical Codes or as otherwise required by the Building Official. If the Building Official determines that compliance with all applicable Technical Codes has not been achieved, the Building Official may require corrections. If corrections are required, the owner, builder and Authorized Third-Party Organization may propose methods of correction that do not require uncovering of completed work. However, the Building Official may require uncovering of completed work based on the extent of the work involved and the degree of compliance needed, and then only as a last resort if the Building Official determines that the proposed methods of correction will not result in adequate compliance.

(F) *Report.* The Authorized Third-Party Organization shall issue to the owner, builder and the Building Official a formal inspection report for each inspection completed, verifying either that the work inspected is in compliance with the Technical Codes or specifically detailing the corrections necessary to bring such work into conformance with the Technical Codes.

(G) *Notification to Building Official of failure to comply.* The Authorized Third-Party Organization shall promptly notify the Building Official if, at any time, the owner or builder fails to correct a construction deficiency or if the owner or builder covers work prior to inspection or otherwise hinders the ability of the Authorized Third-Party Organization to perform required inspections.

4-14-8. Certificate of occupancy.

A certificate of occupancy shall be issued, when necessary, by the Building Official upon completion of all requirements specified in this Chapter and the Technical Codes. Whether such completion has occurred shall be determined based on the Building Official's review of the inspection reports submitted by the Authorized Third-Party Organization noting that all required construction inspections have been approved and after the Building Official has performed and approved a final inspection when the Building Official deems necessary. For the avoidance of doubt, the Building Official shall maintain

full interpretation authority of all Technical Codes as well as the authority to enforce the Technical Codes, including, but not limited to, authority to withhold a certificate of occupancy if the Building Official, in the Building Official's discretion, determines that a requirement of this Chapter or a Technical Code has not been satisfied.

4-14-9. Suspension and termination.

(A) *Suspension.* If an Authorized Third-Party Organization fails to comply with the requirements of Section 4-14-5(C), including failing to maintain on file with the Building Official the required current certificate of insurance, the designation as an Authorized Third-Party Organization shall be automatically suspended until such requirements are satisfied. The Building Official may give, but is not required to give, written notice of the suspension to the Third-Party Organization.

(B) *Termination.* If the Building Official determines that an Authorized Third-Party Organization failed to comply with a requirement of this Chapter, no longer demonstrates adequate training, knowledge, or certification, as applicable, or had its designation as an Authorized Third-Party Organization suspended under Subsection (A) more than two times during the preceding five-year period or for a single period greater than 90 days, the Building Official may terminate the designation by giving the Authorized Third-Party Organization written notice of the termination. A written notice of termination shall specify the reasons for the termination and shall contain information regarding the right to appeal the termination under Section 4-14-10.

(C) *Effect of suspension or termination.* A Third-Party Organization shall not carry out the plan review or inspection provisions of the Technical Codes if its designation as an Authorized Third-Party Organization is suspended or terminated.

(D) *Limitation on reapplication.* If the Building Official terminates a Third-Party Organization's designation as an Authorized Third-Party Organization, the Third-Party Organization shall not submit to the Building Official an application to be designated as an Authorized Third-Party Organization for a period of two years following the date of termination. If the Building Official receives such application during the two-year period, the Building Official shall disapprove the application.

4-14-10. Appeal of disapproval or termination.

(A) *Notice of appeal.* Except as provided in Subsection (B), a Third-Party Organization may appeal the disapproval, in whole or in part, of an application to be designated as an Authorized Third-Party Organization or the termination of such designation by submitting to the City Manager a written notice of appeal that clearly states the reasons why the disapproval or the termination should be reversed. The notice of appeal must be received by the City Manager not later than the 30th day after the date of the disapproval or the date of the termination. The Third-Party Organization may include with the notice of appeal any documents that the Third-Party Organization believes support the reversal of the disapproval or termination.

(B) *Reapplication following termination.* A Third-Party Organization shall not be entitled to appeal the disapproval of an application that was received by the Building Official during the two-year period following the date of termination of the Third-Party Organization's prior designation as an Authorized Third-Party Organization.

(C) *No stay of disapproval or termination.* During the pendency of an appeal under this Section, the disapproval of an application to be designated as an Authorized Third-Party Organization or the termination of such designation shall not be stayed.

(D) *Consideration of appeal.* Within 30 days of the City Manager's receipt of a notice of appeal that satisfies the requirements of Subsection (A), the City Manager shall:

1. hold a hearing on the matter being appealed during which the Third-Party Organization may present its reasons why the disapproval or termination should be reversed and evidence in support thereof; and

2. consider the appeal and render a decision sustaining or reversing the disapproval or termination.

(E) *Reversal.*

1. *Reversal of disapproval.* If the City Manager reverses the disapproval of an application to be designated as an Authorized Third-Party Organization, the Building Official shall promptly approve the application and designate the Third-Party Organization as an Authorized Third-Party Organization for the specified fields, execute the Agreement, and provide to the Third-Party Organization written notice of the approval and designation and a copy of the fully executed Agreement.

2. *Reversal of termination.* If the City Manager reverses the termination of a designation as an Authorized Third-Party Organization, the Building Official shall promptly reinstate the designation.

(F) *Final decision.*

1. *Unappealed decision of Building Official.* If the City Manager does not receive a notice of appeal that satisfies the requirements of Subsection (A) on or before the 30th day after the date of the disapproval or the date of the termination, then the Building Official's decision to disapprove the application or terminate the designation shall constitute the City's final decision on the matter.

2. *Decision of City Manager.* If the City Manager receives a notice of appeal that satisfies the requirements of Subsection (A) on or before the 30th day after the date of the disapproval or the date of the termination, then the City Manager's decision shall constitute the City's final decision on the matter.

4-14-11. Offense.

A person who violates a provision of this Chapter shall be guilty of a misdemeanor and fined in a sum not to exceed $500.00. A person commits a separate and distinct offense for each separate violation of a provision of this Chapter. A person commits a separate and distinct offense for each day during which a violation of this Chapter is committed, permitted, or continued. Evidence of a culpable mental state is not required to prove a criminal offense under this Chapter. It is hereby declared that, for all offenses prosecuted under this Chapter, the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

SECTION TWO. That 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 THREE. That 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 City 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 FOUR. That the penalty for a 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 five hundred dollars ($500.00) pursuant to State law. The definition of all offenses under this ordinance does not require a culpable mental state. The definition of all offenses under this ordinance plainly dispenses with any mental element as authorized by Section 6.02 of the Texas Penal Code. It is hereby declared that, for all offenses under this ordinance, the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

SECTION FIVE. That this ordinance shall become effective on the 30th day after its final approval and adoption.

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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Assistant City Manager

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

City Council Meeting

Item Number: 40

Meeting Date: May 13, 2025

To: City Council / City Manager

From: Taha Sakrani,

Subject: AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10566; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION (DISTRICT: ALL) (ENGINEERING SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

To update the Speed Ordinance by lowering speed limits on several city and state roadways to enhance safety, and align with Midland's Vision Zero goals.
Changes include:
Setting speed limits to 30 MPH on Roadrunner Tr, Coyote Dr, Tumbleweed Tr, and Kirkland Dr.
Setting 35 MPH on Sinclair Ave from SH 158 to its western end.
Setting 45 MPH on Business SH 158 from Midland Dr to Loop 250.
Updating SH 158 and SH 191 segments to 45–55 MPH based on a traffic study prepared by the City's consultant to improve safety and support growth.
Speed limit changes on SH 158 and SH 191 require approval by the Texas Transportation Commission after they are adopted by the City Council.

Recommended City Council Action:

Approve

Fiscal Impact:

The cost will be negligible and can be accommodated within the Division's normal maintenance budget. Any signs being removed due to a speed limit change will be salvaged for reuse if in good condition, or re-sheeted or recycled if their condition is no longer acceptable.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

The Legal Department has prepared an ordinance amending existing ordinance no. 10566 establishing speed limits as follows:

Roadrunner Tr (both directions)
30 mph – in its entirely
Coyote (both directions)
30 mph – in its entirely
Tumbleweed Tr (both directions)
30 mph – in its entirely
Sinclair Avenue (both directions)
35 mph - from the centerline of SH 158 to the Western terminus of Sinclair Avenue
Kirkland Drive (both directions)
30 mph - from the centerline of Sinclair Avenue to centerline of the State Highway 191.
Business State Highway 158 (both directions)
45 mph - from the centerline of Midland Dr to the centerline of the Loop 250
State Highway 158 (both directions)
45 mph - from the centerline of Interstate 20 to the eastern City limits
45 mph - from the centerline of State Highway 191 to the centerline of Wadley Avenue
55 mph - from the centerline of Wadley Avenue to the centerline of Briarwood Avenue
State Highway 191 (both directions) (main lanes and frontage roads)
45 mph - from the centerline of Loop 250 to the centerline of State Highway 158
55 mph - from the centerline of State Highway 158 to a point 2,150 feet west of the centerline of State Highway 158

Staff recommends approval of this ordinance.

Jose E. Ortiz

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10566; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION

WHEREAS, under Section 542.202 and Section 545.356 of the Texas Transportation Code, the City Council is authorized to make certain findings based upon engineering and traffic investigations and to alter the prima facie speed limits on City streets or portions thereof; and

WHEREAS, the City Traffic Engineer has made studies and surveys of the traffic flowing along certain streets within the City limits of Midland, Texas; and

WHEREAS, the Council finds and determines from the above mentioned studies that certain streets, as hereinafter described in this ordinance, should be speed zoned to rates hereinafter set out in this ordinance;

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

SECTION ONE. That no person shall drive a vehicle on those certain streets as set out below at a speed greater than is reasonable or prudent under the circumstances then existing. The speed limits specified in this Section shall be lawful, but any speed in excess of the limits specified in this Section shall be prima facie evidence that the speed is not reasonable or prudent and is unlawful. Such speed limits are hereby fixed at the rates of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

A Street (both directions)

40 mph - from the northern terminus of A Street to the centerline of Loop 250

40 mph - from the centerline of Veterans Airpark Lane to the centerline of Scharbauer Drive

35 mph - from the centerline of Scharbauer Drive to the centerline of Wall Street

30 mph - from the centerline of Wall Street to the southern terminus of A Street

Anthem Road (both directions)

25 mph - in its entirety

Arlington Road (both directions)

25 mph - in its entirety

Ashwood Court (both directions)

25 mph - in its entirety

Avalon Drive (both directions)

40 mph - from the northern terminus of Avalon Drive to the centerline of Briarwood Avenue

40 mph - from the centerline of State Highway 191 to the southern terminus of Avalon Drive

Bald Eagle Court (both directions)

25 mph - in its entirety

Bent Tree Trail (both directions)

25 mph - in its entirety

Blackwood Drive (both directions)

25 mph - in its entirety

Bluebird Lane (both directions)

35 mph - from the centerline of Midland Drive to the centerline of Kingston Drive

25 mph - from the centerline of Kingston Drive to the eastern terminus of Bluebird Lane

Brandy Hill Road (both directions)

25 mph - in its entirety

Brentwood Drive (both directions)

25 mph - in its entirety

Briaroaks Court (both directions)

25 mph - in its entirety

Briaroaks Drive (both directions)

25 mph - in its entirety

Briarwood Avenue (both directions)

45 mph - from the centerline of State Highway 158 to the centerline of Avalon Drive

40 mph - from the centerline of Avalon Drive to the centerline of Mathis Street

35 mph - from the centerline of Mathis Street to the centerline of Midland Drive

Bunker Hill Road (both directions)

25 mph - in its entirety

Business State Highway 158 (both directions)

45 mph - from the centerline of Midland Drive to the centerline of Loop 250

Business State Highway 349C (both directions)

65 mph - from the northern boundary of Midland County to a point 797 feet north of Occidental Parkway

50 mph - from a point 797 feet north of Occidental Parkway to a point 370 feet south of the centerline of the south service road of Loop 250

Candlestick Drive (both directions)

25 mph - in its entirety

Cardinal Lane (both directions)

30 mph - from the centerline of Oriole Drive to the centerline of Midland Drive

35 mph - from the centerline of Midland Drive to the centerline of Midkiff Road

Castle Wood Drive (both directions)

25 mph - in its entirety

Centerview (both directions)

25 mph - in its entirety

Champions Drive (both directions)

25 mph - from the centerline of Tradewinds Boulevard to the centerline of Koufax Court

Clemente Court (both directions)

25 mph - in its entirety

Coliseum Court (both directions)

25 mph - in its entirety

Colony Road (both directions)

25 mph - in its entirety

Colt Court (both directions)

25 mph - in its entirety

Comiskey Court (both directions)

25 mph - in its entirety

Commonwealth Road (both directions)

25 mph - in its entirety

Constitution Way (both directions)

25 mph - in its entirety

Courage Place (both directions)

25 mph - in its entirety

Coyote Trail (both directions)

30 mph - in its entirety

Cranston Place (both directions)

25 mph - in its entirety

Crestgate Avenue (both directions)

25 mph - from the centerline of Midland Drive to the centerline of Gateway Street

Crosley Drive (both directions)

25 mph - in its entirety

Crown Point Court (both directions)

25 mph - in its entirety

Cuthbert Avenue (both directions)

30 mph - from the western terminus of Cuthbert Avenue to the centerline of Midkiff Road

35 mph - from the centerline of Midkiff Road the centerline of Ward Street

25 mph - from the centerline of Ward Street to the centerline of Garfield Street

25 mph - from the centerline of Garfield Street to a point 220 feet east of F Street

30 mph - from a point 220 feet east of F Street to the eastern terminus of Cuthbert Avenue

Daisy Road (both directions)

25 mph - in its entirety

Deauville Boulevard (both directions)

40 mph - from the centerline of Avalon Drive to the centerline of Loop 250

Deeanna Lane (both directions)

25 mph - in its entirety

Devlin Place (both directions)

25 mph - in its entirety

DiMaggio Court (both directions)

25 mph - in its entirety

DiMaggio Drive (both directions)

25 mph - in its entirety

Drexel Court (both directions)

25 mph - in its entirety

Driftwood Drive (both directions)

25 mph - in its entirety

Dupont Court (both directions)

25 mph - in its entirety

Fairgrounds Road (both directions)

45 mph - from the northern terminus of Fairgrounds Road to the centerline of Loop 250

50 mph - from the centerline of Loop 250 to the southern City limits

Florida Avenue (both directions)

35 mph - from the centerline of Garfield Street to the centerline of Big Spring Street

Foggy Bottom Court (both directions)

25 mph - in its entirety

Fortitude Court (both directions)

25 mph - in its entirety

Founders (both directions)

25 mph - in its entirety

Fringewood Drive (both directions)

25 mph - in its entirety

Gallantry Lane (both directions)

25 mph - in its entirety

Garfield Street (both directions)

40 mph - from the northern terminus of Garfield Street to the centerline of Wadley Avenue

35 mph - from the centerline of Wadley Avenue to the centerline of Michigan Avenue

Gehrig Avenue (both directions)

25 mph - in its entirety

Gladewood Drive (both directions)

25 mph - in its entirety

Glen Mist Drive (both directions)

25 mph - in its entirety

Golden Gate Drive (both directions)

40 mph - from the northern terminus of Golden Gate Drive to the centerline of Briarwood Avenue

Golf Course Road (both directions)

35 mph - from the centerline of Andrew Highway/Alpine Street to the centerline of Scharbauer Drive

30 mph - from the centerline of Scharbauer Drive to the centerline of A Street

30 mph - from the centerline of Big Spring Street to the centerline of Fairgrounds Road

35 mph - from the centerline of Fairgrounds Road to the eastern terminus of Golf Course Road

Grassland Boulevard (both directions)

25 mph - in its entirety

Green Tree Boulevard (both directions)

35 mph - from the western terminus of Green Tree Boulevard to the centerline of Holiday Hill Road

25 mph - from the centerline of Holiday Hill Road to the centerline of Midland Drive

Greenridge (both directions)

25 mph - in its entirety

Griffith Court (both directions)

25 mph - in its entirety

Griffith Drive (both directions)

25 mph - from the centerline of Deauville Boulevard to the centerline of Candlestick Drive

Hall of Fame Boulevard (both directions)

25 mph - from the centerline of Avalon Drive to the centerline of Minuteman Road

Hathaway Court (both directions)

25 mph - in its entirety

Haywood Drive (both directions)

25 mph - in its entirety

Heartland Avenue (both directions)

25 mph - in its entirety

Heartland Court (both directions)

25 mph - in its entirety

Hereford Boulevard (both directions)

25 mph - in its entirety

Highland Boulevard (both directions)

25 mph - in its entirety

Highland Court (both directions)

25 mph - in its entirety

Hillcrest Court (both directions)

25 mph - in its entirety

Hillcrest Place (both directions)

25 mph - in its entirety

Holiday Hill Road (both directions)

40 mph - from the northern City limits to the centerline of Loop 250

Homeland Court (both directions)

25 mph - in its entirety

Homeland Drive (both directions)

25 mph - in its entirety

Homestead Boulevard (both directions)

25 mph - in its entirety

Homestead Court (both directions)

25 mph - in its entirety

Humble Avenue (both directions)

25 mph - from the centerline of Scharbauer Drive to the centerline of Big Spring Street

Illinois Avenue (both directions)

35 mph - from the centerline of Thomason Drive to the centerline of Andrews Highway

25 mph - from the centerline of Andrews Highway to the centerline of N Street

35 mph - from the centerline of N Street to the centerline of A Street

30 mph - from the centerline of A Street to the centerline of Front Street

Ironwood Drive (both directions)

25 mph - in its entirety

Island Circle (both directions)

25 mph - in its entirety

Island Drive (both directions)

25 mph - in its entirety

Jadewood Drive (both directions)

25 mph - in its entirety

Jamestown Street (both directions)

25 mph - in its entirety

July Fourth Road (both directions)

25 mph - in its entirety

King Kelly Court (both directions)

25 mph - in its entirety

Kirkland Drive (both directions)

30 mph - from the centerline of Sinclair Avenue to centerline of the State Highway 191

Kirkwood Drive (both directions)

25 mph - in its entirety

Koufax Court (both directions)

25 mph - in its entirety

L'Enfant Lane (both directions)

25 mph - in its entirety

La Force Boulevard (both directions)

35 mph - from the centerline of Business Interstate 20 to the centerline of Banks Drive

30 mph - from the centerline of Banks Drive to a point 590 feet east of Banks Drive

20 mph - from a point 590 feet east of Banks Drive to a point 1,155 feet east of Banks Drive

15 mph - from a point 1,155 feet east of Banks Drive to a point 2,560 feet east of Banks Drive

30 mph - from a point 2,560 feet east of Banks Drive to the centerline of La Force Boulevard

Lamesa Road (northbound)

45 mph - from the southern City limits to a point 195 feet north of the centerline of Taylor Avenue

40 mph - from a point 195 feet north of the centerline of Taylor Avenue to a point 245 feet north of the centerline of Wall Street

35 mph - from a point 245 feet north of the centerline of Wall Street to a point 170 feet north of Wadley Avenue

45 mph - from a point 170 feet north of Wadley Avenue to the centerline of the north service road of Loop 250

Lamesa Road (southbound)

45 mph - from the centerline of the north service road of Loop 250 to a point 130 feet south of the centerline of Wadley Avenue

35 mph - from a point 130 feet south of the centerline of Wadley Avenue to a point 140 feet north of the centerline of Missouri Avenue

40 mph - from a point 140 feet north of the centerline of Missouri Avenue to a point 180 feet south of the centerline of Taylor Avenue

45 mph - from a point 180 feet south of the centerline of Taylor Avenue to the southern City limits

Legends Boulevard (both directions)

25 mph - in its entirety

Mac Drive (both directions)

25 mph - in its entirety

Mantle Court (both directions)

25 mph - in its entirety

Mays Drive (both directions)

25 mph - in its entirety

McPherson Lane (both directions)

25 mph - in its entirety

Mel Ott Lane (both directions)

25 mph - in its entirety

Memorial Court (both directions)

25 mph - in its entirety

Midkiff Road (both directions)

40 mph - from the northern terminus of Midkiff Road to the centerline of Wall Street

35 mph - from the centerline of Wall Street to the centerline of Industrial Avenue

40 mph - from the centerline of Industrial Avenue to the centerline of Stokes Avenue

45 mph - from the centerline of Stokes Avenue to the southern City limits

Midland Drive (both directions)

35 mph - from the northern terminus of Midland Drive to the centerline of Green Tree Boulevard

45 mph - from the centerline of Green Tree Boulevard to the centerline of Loop 250

35 mph - from the centerline of Andrews Highway to the centerline of Wall Street

Mile High Lane (both directions)

25 mph - in its entirety

Minuteman Road (both directions)

25 mph - in its entirety

Mockingbird Lane (both directions)

30 mph - from the western terminus of Mockingbird Lane to the centerline of Midland Drive

45 mph - from the centerline of Midland Drive to the centerline of Midkiff Road

40 mph - from the centerline of Midkiff Road to the centerline of Big Spring Street

45 mph - from the centerline of Big Spring Street to the eastern terminus of Mockingbird Lane

Mosswood Drive (both directions)

25 mph - in its entirety

Musial Way (both directions)

25 mph - in its entirety

Musket Drive (both directions)

25 mph - in its entirety

Neely Avenue (both directions)

30 mph - in its entirety

Nolan Ryan Drive (both directions)

25 mph - in its entirety

Olympic Court (both directions)

25 mph - in its entirety

O'Rourke Street (both directions)

25 mph - in its entirety

Pagewood Drive (both directions)

25 mph - in its entirety

Patriot Parkway (both directions)

25 mph - in its entirety

Pentagon Road (both directions)

25 mph - in its entirety

Polo Parkway (both directions)

25 mph - from the centerline of Loop 250 to the northern terminus of Polo Parkway

Potomac Parkway (both directions)

25 mph - in its entirety

Prairie Ridge Drive (both directions)

25 mph - in its entirety

Rangers Court (both directions)

25 mph - in its entirety

Rankin Highway (both directions)

30 mph - from the centerline of Interstate 20 to the centerline of Business Interstate 20

Revere Place (both directions)

25 mph - in its entirety

Ridgemont Court (both directions)

25 mph - in its entirety

Ridgemont Place (both directions)

25 mph - in its entirety

Riverfront Drive (both directions)

25 mph - in its entirety

Roadrunner Trail (both directions)

30 mph - in its entirety

Rustic Trail (both directions)

25 mph - in its entirety

Scharbauer Drive (both directions)

35 mph - from the centerline Golf Course Road to the eastern terminus of Scharbauer Drive

Sequoia Drive (both directions)

25 mph - in its entirety

Shea Lane (both directions)

25 mph - in its entirety

Sinclair Avenue (both directions)

35 mph - from the centerline of State Highway 158 to the western terminus of Sinclair Avenue

Sloan Field Boulevard (both directions)

35 mph - from the centerline of Wright Drive to the centerline of Windecker Street

30 mph - from to centerline of Windecker Street to the eastern terminus of Sloan Field Boulevard into La Force Boulevard

Solomon Lane (both directions)

30 mph - in its entirety

Spahn Street (both directions)

25 mph - in its entirety

State Highway 158 (both directions)

45 mph - from the centerline of Interstate 20 to the eastern City limits

45 mph - from the centerline of State Highway 191 to the centerline of Wadley Avenue

55 mph - from the centerline of Wadley Avenue to the centerline of Briarwood Avenue

State Highway 191 (both directions) (main lanes and frontage roads)

45 mph - from the centerline of Loop 250 to the centerline of State Highway 158

55 mph - from the centerline of State Highway 158 to a point 2,150 feet west of the centerline of State Highway 158

State Highway 349 (both directions)

65 mph - from the northern City limits to the southern boundary of Martin County

Sterling Court (both directions)

25 mph - in its entirety

Sterling Place (both directions)

25 mph - in its entirety

Stonecrest (both directions)

25 mph - in its entirety

Sundance Court (both directions)

25 mph - in its entirety

Sundance Place (both directions)

25 mph - in its entirety

Teakwood Trace (both directions)

25 mph - in its entirety

Thomas Paine Road (both directions)

25 mph - in its entirety

Thomason Drive (both directions)

35 mph - from the western terminus of Thomason Drive to the centerline of Holly Drive/Anetta Drive

30 mph - from the centerline of Holly Drive/Anetta Drive to the centerline of Wall Street

Three Rivers Lane (both directions)

25 mph - in its entirety

Todd Drive (both directions)

40 mph - from the northern terminus of Todd Drive to the centerline of Golf Course Road (within the City limits)

30 mph - from the centerline of Golf Course Road to the centerline of Business Interstate 20

Tradewinds Boulevard (both directions)

35 mph - from the centerline of the south service road of State Highway 191 to the centerline of Thomason Drive

40 mph - from the centerline of Thomason Drive to the centerline of the north service road of Business Interstate 20

Tumbleweed Trail (both directions)

30 mph - in its entirety

Valor Court (both directions)

25 mph - in its entirety

Valor Lane (both directions)

25 mph - in its entirety

Vanguard Road (both directions)

25 mph - in its entirety

Veterans Airpark Lane (both directions)

40 mph - in its entirety

Victory Parkway (both directions)

25 mph - in its entirety

Viva Max (both directions)

25 mph - in its entirety

Wadley Avenue (both directions)

40 mph - from the western terminus of Wadley Avenue to the centerline of Big Spring Street

35 mph - from the centerline of Big Spring Street to the centerline of Lamesa Road

45 mph - from the centerline of Lamesa Road to the eastern terminus of Wadley Avenue

Wagner Drive (both directions)

25 mph - in its entirety

Wagner Street (both directions)

25 mph - in its entirety

Wall Street (both directions)

35 mph - from the centerline of Andrews Highway to the centerline of B Street

30 mph - from the centerline of B Street to the centerline of Front Street

Winddrift (both directions)

25 mph - in its entirety

Wright Drive (both directions)

35 mph - in its entirety

SECTION TWO. That the above speed zoning is based upon findings and determinations of the City Council made as a result of certain traffic surveys and studies made by the City Traffic Engineer.

SECTION THREE. That the Traffic Engineer of the City of Midland is hereby authorized and directed to install appropriate speed zone signs commensurate with the provisions of this ordinance.

SECTION FOUR. That any person violating the prima facie speed limits established by this ordinance shall, upon conviction, be punished by a fine of not less than one Dollar ($1.00) nor more than Two Hundred Dollars ($200.00), as fully prescribed by Section 542.401 of the Texas Transportation Code.

SECTION FIVE. That Ordinance No. 10566 is hereby expressly repealed; and the provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

Not repealed, amended, or in any way affected by this ordinance are those ordinances establishing speed limits in school zones or school crossings and those ordinances establishing temporary regulatory construction speed limits.

SECTION SIX. That repeal of the ordinances, or parts of ordinances, effectuated by the enactment of this ordinance shall not be construed as abating any actions pending under or by virtue of such ordinances; or as discontinuing, abating, modifying or altering any penalty accruing or to accrue; or as affecting the liability of any person, firm or corporation;

or as waiving any right of the municipality under any section or provision existing at the time of the passage of this ordinance.

SECTION SEVEN. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION EIGHT. The 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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

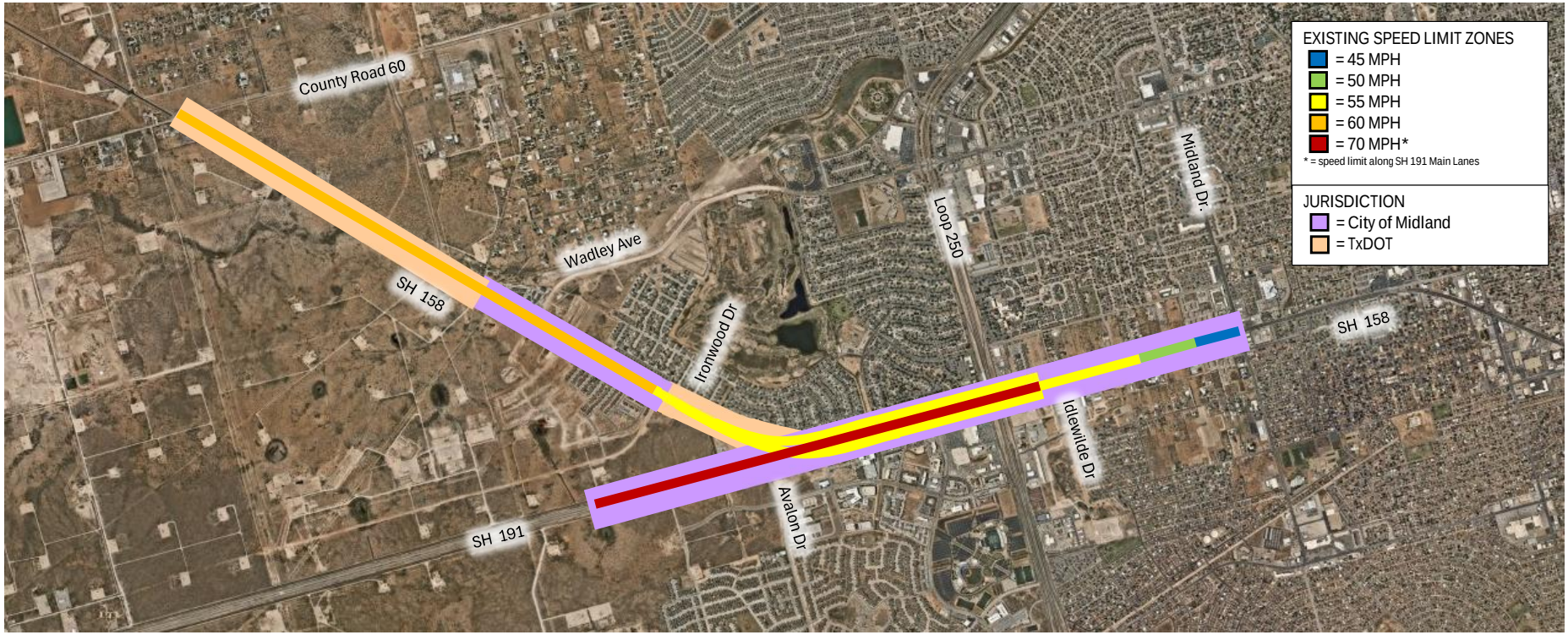
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Gabe McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

Existing Speed Limits



Proposed Speed Limits

