CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
May 23, 2023 - 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 – Pastor Jon Slayden, Hope Community Church

2. Pledge of Allegiance

CONSENT AGENDA

3. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. BRIEFING SESSION OF MAY 9, 2023

   4b. REGULAR SESSION OF MAY 9, 2023

4. 2023-067 – RESOLUTION AWARDING A CONTRACT FOR THE MAIN STREET UTILITY BOND PROJECT TO TEC EXCAVATION, INC., FOR AN AMOUNT OF $3,554,040.00; APPROVING $355,404.00 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS (DISTRICT 2) (GENERAL SERVICES)

5. 2023-068 – RESOLUTION AWARDING A CONTRACT FOR THE SH 191 WASTEWATER MAIN EXTENSION TO EDGARDO MADRID & ASSOCIATES, LLC, FOR A COST OF $2,984,109.25; APPROVING $596,822.00 FOR CONTINGENCIES; AND TRANSFERRING AND APPROPRIATING FUNDS (DISTRICT 4) (GENERAL SERVICES)

6. 2023-069 – RESOLUTION APPROVING THE SELECTION OF DUNAWAY ASSOCIATES, LLC, FREESE AND NICHOLS, INC., HALFF ASSOCIATES, INC., KIMLEY-HORN AND ASSOCIATES, INC., LANDGRAF, CRUTCHER & ASSOCIATES, INC., MAGRYM CONSULTING, INC., MAVERICK ENGINEERING, PARKHILL SMITH & COOPER, INC. DOING BUSINESS AS PARKHILL, TRANSYSTEMS CORPORATION DOING BUSINESS AS TRANSYSTEMS CORPORATION CONSULTANTS, AND WESTWOOD PROFESSIONAL SERVICES, INC. TO ASSIST THE ENGINEERING SERVICES

DEPARTMENT BY PROVIDING PROFESSIONAL ENGINEERING SERVICES AND OTHER SERVICES IN CONNECTION THEREWITH ON AN AS-NEEDED BASIS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH EACH FIRM; PROVIDING THAT EACH AGREEMENT SHALL BE FOR A TERM NOT TO EXCEED TWO YEARS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF TASK ORDERS IN ACCORDANCE WITH SUCH AGREEMENTS; PROVIDING THAT THE PAYMENT FOR EACH TASK ORDER EXECUTED IN ACCORDANCE WITH SUCH AN AGREEMENT SHALL NOT EXCEED $200,000.00; PROVIDING THAT THE TOTAL COST TO THE CITY FOR ALL TASK ORDERS EXECUTED EACH YEAR IN ACCORDANCE WITH EACH AGREEMENT SHALL NOT EXCEED $750,000.00 PER AGREEMENT PER YEAR; AND AUTHORIZING PAYMENT (DISTRICT: ALL) (GENERAL SERVICES)

7. 2023-070 – RESOLUTION APPROVING A CONTRACT WITH 4B RECREATION GROUP, LLC, DBA PLAYGROUNDS ETC., THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AND ASSOCIATED IMPROVEMENTS AT BUTLER PARK FOR A TOTAL COST OF $130,302.00; AND APPROVING $13,030.00 FOR PROJECT RELATED COSTS (DISTRICT 1) (GENERAL SERVICES)

8. 2023-071 – RESOLUTION APPROVING A CONTRACT WITH ASTOUND BUSINESS SOLUTIONS, LLC, THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR TEN YEARS OF DARK FIBER SERVICES FOR A TOTAL COST OF $300,000.00 (DISTRICT: ALL) (GENERAL SERVICES)

9. 058-2023 – MOTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND BUSH TENNIS CENTER, INC., TO ADVERTISE AND PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES (DISTRICT 4) (CITY MANAGER)

10. 059-2023 – MOTION AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT WITH THE MIDLAND DEVELOPMENT CORPORATION PROVIDING FOR CERTAIN INFRASTRUCTURE IMPROVEMENTS LOCATED AT THE INTERSECTION OF SINCLAIR AVENUE AND STATE HIGHWAY 158 (DISTRICT 4) (CITY MANAGER)

11. 060-2023 – MOTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND KIMLEY-HORN AND ASSOCIATES, INC., FOR PROFESSIONAL SERVICES RELATED THE WIDENING AND IMPROVING OF STATE HIGHWAY 158 FROM SINCLAIR AVENUE TO WADLEY AVENUE, AND FROM WADLEY AVENUE TO BRIARWOOD AVENUE (DISTRICT 4) (CITY MANAGER)

12. 061-2023 – MOTION APPROVING AN AMENDMENT TO THAT CERTAIN DEMOLITION CONTRACT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND MIDWEST WRECKING CO. OF TEXAS, INC. (DISTRICT 2) (CITY MANAGER)

13. 2023-072 – RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2023 TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM FOR THE PROPOSED WILDCATTER TRAIL PROJECT; SUPPORTING THE FUNDING OF THE DEVELOPMENT, IMPLEMENTATION, CONSTRUCTION, MAINTENANCE, MANAGEMENT AND FINANCING OF SAID PROJECT; AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE BENEFIT OF THE PROJECT IF THE PROJECT IS SELECTED FOR FUNDING (DISTRICT 4) (COMMUNITY SERVICES)

SECOND READINGS

14. 10400 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 6, BLOCK 45, FAIRMONT PARK ADDITION, SECTION 15, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED APPROXIMATELY 520 FEET SOUTH OF WEST LOOP 250 NORTH AND APPROXIMATELY 515 FEET WEST OF NORTH MIDLAND DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (FIRST READING HELD MAY 9, 2023)

15. 10401 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1 AND THE EAST HALF OF LOT 2, BLOCK 76, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST TEXAS AVENUE AND NORTH N 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 3) (DEVELOPMENT SERVICES) (FIRST READING HELD MAY 9, 2023)

16. 10402 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 4, BLOCK 22, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH CLAY STREET, APPROXIMATELY 200 FEET SOUTH OF EAST WASHINGTON AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD MAY 9, 2023)

17. 10403 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,200-

SQUARE FOOT PORTION OF LOT 2, BLOCK 1, W.P. KNIGHT ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH POWELL STREET AND WEST WALL STREET), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD MAY 9, 2023)

18. 10404 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 1,600-SQUARE FOOT PORTION OF LOT 8, BLOCK 2, PAVILION PARK, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH FAIRGROUNDS ROAD, APPROXIMATELY 310 FEET SOUTHEAST OF SAN FELIPE DRIVE), WHICH IS PRESENTLY ZONED AE, AGRICULTURAL ESTATE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR WIRELESS COMMUNICATION SYSTEMS, INCLUDING A MONOPOLE ANTENNA STRUCTURE; 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 (DISTRICT1) (DEVELOPMENT SERVICES) (FIRST READING HELD MAY 9, 2023)

19. 10405 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 258.87-ACRE TRACT OF LAND OUT OF SECTION 18, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST MOCKINGBIRD LANE, APPROXIMATELY 900 FEET EAST OF NORTH FAIRGROUNDS ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (FIRST READING HELD MAY 9, 2023)

PUBLIC HEARINGS

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

20. 062-2023 – HOLD A PUBLIC HEARING IN ORDER FOR THE CITY OF MIDLAND AND THE CDBG PRIORITIZATION COMMITTEE TO RECEIVE PUBLIC COMMENTS, GUIDANCE AND RECOMMENDATIONS REGARDING THE 2023-2024 CDBG GRANT APPLICATION SUBMISSIONS AND THE FOURTH YEAR ACTION PLAN IN

ACCORDANCE WITH THE FIVE-YEAR CONSOLIDATED PLAN GOALS; THIS IS A PUBLIC HEARING ONLY (DISTRICT: ALL) (DEVELOPMENT SERVICES)

21. 10407 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 7, BLOCK 17, SKYLINE TERRACE, UNIT 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 220 FEET WEST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

22. 10408 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,472-SQUARE FOOT PORTION OF LOT 2B, BLOCK 52, BELMONT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LONGVIEW AVENUE, APPROXIMATELY 267 FEET EAST OF SOUTH BELMONT STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

23. 10409 – AN ORDINANCE VACATING AND ABANDONING A 0.068-ACRE PORTION OF DOUGLAS AVENUE RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1 BLOCK 1, ORTLOFF ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 220 FEET WEST OF THE INTERSECTION OF WESTCLIFF DRIVE AND DOUGLAS AVENUE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $5,924.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 3) (DEVELOPMENT SERVICES)

24. 2023-073 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A STEAK SALE ON LOT 1A, BLOCK 17, SKYLINE TERRACE, UNIT 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST LOOP 250 NORTH AND NORTH MIDKIFF ROAD) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DISTRICT 1) (DEVELOPMENT SERVICES)

MISCELLANEOUS

25. 10410 – AN ORDINANCE AMENDING TITLE I, “ADMINISTRATIVE”, CHAPTER 12, “RECORDS RETENTION” OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO CHANGE THE HEADING OF SAID CHAPTER 12 TO “RECORDS MANAGEMENT POLICY” AND TO ESTABLISH AN ACTIVE AND CONTINUING RECORDS MANAGEMENT PROGRAM; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION (DISTRICT: ALL) (CITY SECRETARY'S OFFICE)

26. MOTION MAKING VARIOUS APPOINTMENTS TO BOARDS AND COMMISSIONS (CITY SECRETARY’S OFFICE)

PUBLIC COMMENT

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

Respectfully Submitted,

Morris Williams Jr
Interim City Manager

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

MIDLAND CITY COUNCIL
BRIEFING SESSION
MINUTES
May 9, 2023

DRAFT

The City Council convened in briefing session in the Basement Conference Room, City Hall, Midland, Texas, at 9:30 AM, May 09, 2023.

Council Members present:	Dan Corrales, Robin Poole, Lori Blong, Scott Dufford, Jack Ladd, John Norman
Council Members absent:	Amy Stretcher Burkes
Staff members present:	City Attorney John Ohnemiller, Interim City Manager Morris Williams Jr, Assistant City Manager Tina Jauz

The meeting was called to order at 9:31 a.m.

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

1. Receive a report from Christy Weakland, Finance Director, on the City's fund balances and year-to-date revenues and expenditures.

   Finance Director Christy Weakland gave a brief overview of the Quarterly Financial Review. Ms. Weakland reported on the following fund balance categories: Restricted; creditors, Committed; City Council action, Assigned; direction from City Management and Unassigned; Spendable (Unappropriated).

   Ms. Weakland explained the general fund balance, the difference between total fund balances (deficit) and assigned/unassigned fund balances.

   Ms. Weakland also reported on Special Revenue, the Enterprise Funds, Fund Balance for Water & Sewer, Drainage, Sanitation and Airports and the Impact Fees Fund Balance.

All the business at hand having been completed, the meeting adjourned at 9:58 a.m.

PASSED AND APPROVED May 23, 2023.

Lori Blong, Mayor

ATTEST:

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Marcia Bentley-German
City Governance Officer /City Secretary

DRAFT

MIDLAND CITY COUNCIL
MINUTES
May 9, 2023

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., May 09, 2023.

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

The meeting was called to order at 10:02 a.m.

OPENING ITEMS

1. Invocation – Pastor Phil Teaney, Homeline Baptist Church

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation of Proclamation for “Older Americans Month”

   3b. Presentation of “ Sojourner Truth Award” to Emma Threat

   3c. Presentation of Certificates of Completion to the graduates of Midland 101 2022-2023 class.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. BRIEFING SESSION OF APRIL 25, 2023

DRAFT

6. 2023-061 – RESOLUTION RESCINDING RESOLUTION NO. 2020-088, WHICH AUTHORIZED THE CONVEYANCE OF CERTAIN CITY-OWNED REAL PROPERTY DESCRIBED AS AN 11.72-ACRE TRACT LOCATED IN SECTION 13, BLOCK 39, TOWNSHIP 1 SOUTH, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (GENERAL SERVICES)

7. 2023-062 – RESOLUTION AWARDING A CONTRACT FOR THE GRINDING/MULCHING OF TREE LIMBS/YARD WASTE PROJECT TO S&M BUSINESSES, INC., D/B/A AUSTIN LAND SERVICE D/B/A AUSTIN WOOD RECYCLING, INC., IN THE AMOUNT OF $272,412.00 (DISTRICT: ALL) (GENERAL SERVICES)

8. 2023-063 – RESOLUTION AWARDING A CONTRACT FOR THE PAUL DAVIS, AIRPORT AND T-BAR WELL FIELD MAINTENANCE PROJECT TO MARK'S WATER WELL SERVICE, INC., FOR AN ESTIMATED ANNUAL AMOUNT OF $500,000.00 (DISTRICT: NONE) (GENERAL SERVICES)

11. 047-2023 – MOTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF $105,462.00 FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES; SAID GRANT FUNDS TO BE USED TO ASSIST THE CITY OF MIDLAND HEALTH SERVICES DIVISION WITH THE FUNDING AND DELIVERY OF PUBLIC HEALTH EMERGENCY PREPAREDNESS NECESSITIES; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO ACCEPT SAID GRANT FUNDS; AND DIRECTING THE CITY TREASURER TO DEPOSIT SAID GRANT FUNDS INTO THE GENERAL FUND (DISTRICT: ALL) (COMMUNITY SERVICES)

12. 2023-065 – RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE, ON BEHALF OF THE CITY OF MIDLAND, AN INSTRUMENT GRANTING TO THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS TRANSPORTATION COMMISSION ("GRANTEE"), AN APPROXIMATE 1.26-ACRE DRAINAGE EASEMENT FOR HIGHWAY PURPOSES OUT OF SECTIONS 11 AND 12, BLOCK 40, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS; AND AUTHORIZING THE ACCEPTANCE OF GRANTEE'S PAYMENT FOR SAID EASEMENT IN THE AMOUNT OF $177,004.00 (DISTRICT 2) (ENGINEERING SERVICES)

13. 2023-066 – RESOLUTION ACCEPTING A GRANT IN THE AMOUNT OF $109,000.00 FROM THE FISCAL YEAR 2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM PROVIDED BY THE OFFICE OF THE GOVERNOR; SAID GRANT FUNDS SHALL BE USED TO PURCHASE A LEICA RTC 360 LASER SCANNER KIT FOR THE POLICE DEPARTMENT'S CRIME SCENE TECHNOLOGY PROJECT; DESIGNATING AN AUTHORIZED OFFICIAL FOR THE ADMINISTRATION OF SAID GRANT FUNDS AND ASSOCIATED OBLIGATIONS; AUTHORIZING AND DIRECTING; DIRECTING SAID AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF SAID GRANT FUNDS; AND APPROPRIATING SAID GRANT FUNDS (DISTRICT: NONE) (POLICE)

DRAFT

14. 048-2023 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (23-329-027) BETWEEN THE CITY OF MIDLAND AND TARGA PIPELINE MID-CONTINENT WEST-TEX LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 4, 9, 16, AND 21, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

15. 049-2023 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (23-329-028) BETWEEN THE CITY OF MIDLAND AND TARGA PIPELINE MID-CONTINENT WEST-TEX LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 3, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

16. 050-2023 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (23-329-029) WITH NUSTAR PERMIAN TRANSPORTATION & STORAGE, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 4, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

17. 051-2023 – MOTION AUTHORIZING THE EXECUTION OF RIGHT-OF-WAY LICENSE (23-329-021) WITH BANGL, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

18. 052-2023 – MOTION AUTHORIZING THE EXECUTION OF RIGHT-OF-WAY LICENSE (23-329-022) WITH BANGL, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 4, 9 AND 16, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES) (DISTRICT: NONE) (UTILITIES)

19. 053-2023 – MOTION AUTHORIZING THE EXECUTION OF RIGHT-OF-WAY LICENSE (23-329-023) WITH WHISTLER PIPELINE LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

20. 054-2023 – MOTION AUTHORIZING THE EXECUTION OF RIGHT-OF-WAY LICENSE (23-329-024) WITH WHISTLER PIPELINE LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 4, 9, AND 16, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

21. 055-2023 – MOTION AUTHORIZING THE EXECUTION OF RIGHT-OF-WAY LICENSE (23-329-025) WITH WHISTLER PIPELINE LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

Dan Corrales moved to approve consent agenda items 4-21, excluding items 5, 9 & 10; seconded by John Norman.

DRAFT

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

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

5. 046-2023 – MOTION AUTHORIZING THE INTERIM CITY MANAGER OR THE INTERIM CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL AND ENGINEERING SERVICES ASSOCIATED WITH THE DOUG RUSSELL BATH HOUSE PROJECT AND TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT 3) (GENERAL SERVICES)

   Community Services Director Cristina Burns gave a brief overview of the window of time for the Doug Russell Project. Ms. Burns reported that they would like to have a proposal to Council by June and construction documents by September; allowing construction to began by November with hopes of the project being completed by the next pool season.

   Dan Corrales moved to approve Motion No. 046-2023; seconded by John Norman.

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

9. 2023-064 – RESOLUTION SELECTING THE PROPOSAL SUBMITTED BY MIDLAND DOWNTOWN RENAISSANCE, LP, FOR THE DEVELOPMENT OF CERTAIN CITY-OWNED REAL PROPERTY DESCRIBED AS LOTS 7 AND 8, BLOCK 35, ORIGINAL TOWN ADDITION, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, TOGETHER WITH CERTAIN MIDLAND DEVELOPMENT CORPORATION-OWNED REAL PROPERTY DESCRIBED AS LOTS 1A, 5, 6, AND 9-12, BLOCK 35, ORIGINAL TOWN ADDITION, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS; AUTHORIZING THE INTERIM CITY MANAGER AND THE MIDLAND DEVELOPMENT CORPORATION CHAIRMAN TO NEGOTIATE AN AGREEMENT FOR THE PURPOSE OF CARRYING OUT THE INTENT OF SAID PROPOSAL; AND PROVIDING THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT 2) (CITY MANAGER)

   This item was not pulled originally with the Consent Agenda items. Council Member Dufford moved to reopen item nine so that Mr. Shafik Tejani, who completed a request to speak card could speak. Council Member Ladd seconded and all agreed.

   Shafik Tejani, 4113 Radcliff Court, would like clarification on the procedures the City will follow for this item.

DRAFT

Mayor Blong reported the intention is to have negotiations with this group; some meetings being only with staff and other meetings with Midland Development Corporation. Once the information is ready there will be Public Hearings related to those items.

Mayor Blong further clarified that an RFP was done, and a committee was formed that scored and ranked the applications. The item on the agenda today is to address the top scorer and possibly have a deal next.

Jack Ladd moved to approve Resolution No. 2023-064; seconded by Robin Poole.

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

10. 043-2023 – MOTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND CITY OF MIDLAND AQUATICS, INC., TO ADVERTISE AND PUBLICIZE THE CITY OF MIDLAND, TEXAS, FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES (DISTRICT 3) (COMMUNITY SERVICES) (DEFERRED FROM APRIL 25, 2023)

Midland Development Corporation Director Sara Harris gave a brief overview of the item noting this is a promotional agreement between Midland Development Corporation and COM Aquatics for a total of $700,000.00. The intended purpose is to reline COM's competition pool. This will continue to help with quality of life in Midland.

Brad Swendig, 4900 Kingsboro Court, COM Aquatics Director, gave a brief overview of the item with regard to promotions and competitions. Mr. Swendig spoke on Junior Nationals and a wide array of other championships and events COM Aquatics has held. Mr. Swendig also reported on the amount of room nights these competitions produce.

Amy Stretcher Burkes moved to approve Motion No. 043-2023; seconded by Dan Corrales.

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

SECOND READINGS

22. 10398 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,126-SQUARE FOOT PORTION OF LOT 1A, BLOCK 11, KIMBER-LEA ADDITION, SECTION 11, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND MAXWELL DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT,

DRAFT

ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD APRIL 25, 2023)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10398.

Jack Ladd moved to approve the second an final reading of Ordinance No. 10398; seconded by John Norman.

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

23. 10399 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST 32 FEET OF LOT 3 AND THE EAST 63 FEET OF LOT 4, BLOCK 6, IMPERIAL HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF CIMMARON AVENUE, APPROXIMATELY 230 FEET WEST OF WHITNEY DRIVE), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD APRIL 25, 2023)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10399.

Dan Corrales moved to approve the second and final reading of Ordinance No. 10399; seconded by Jack Ladd.

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

PUBLIC HEARINGS

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

24. 056-2023 – THE PROPOSED GRANTING OF AN OIL AND GAS WELL PERMIT TO PERMIAN DEEP ROCK OIL CO., LLC FOR THE DRILLING OF THE OIL AND GAS WELL KNIGHT 120 MIPA UNIT H120LS; SAID WELL BEING GENERALLY LOCATED 1,878 FEET EAST OF NORTH A STREET EXTENSION AND 1,833 FEET SOUTH OF WEST

DRAFT

LOOP 250 NORTH (DISTRICT 3) (DEVELOPMENT SERVICES)

Oil & Gas Compliance Officer Ron Jenkins gave a brief overview of the item noting these are the Airpark Wells which is within the City limits. This is an additional well which will be added to what was already approved.

Council Member Norman reported he will not be voting for any drilling due to the seismic activity we have had in the region.

City Attorney John Ohnemiller clarified this is only a public hearing and this item will come back for a vote in 30 days.

Mayor Blong opened the public hearing at 10:29 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

THIS WAS A PUBLIC HEARING ONLY. NO ACTION TAKEN.

25. 10400 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 6, BLOCK 45, FAIRMONT PARK ADDITION, SECTION 15, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED APPROXIMATELY 520 FEET SOUTH OF WEST LOOP 250 NORTH AND APPROXIMATELY 515 FEET WEST OF NORTH MIDLAND DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10400.

Mayor Blong opened the public hearing at 10:30 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10400; seconded by Dan Corrales.

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

26. 10401 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1 AND THE EAST HALF OF LOT 2, BLOCK 76, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST TEXAS AVENUE AND NORTH N

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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 3) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10401.

Development Services Director Chuck Harrington gave a brief overview of the item noting the request is being made by Maverick Engineering on behalf of UPS. UPS is wishing to open a store here. Due to transportation issues it requires an RR instead of office type zoning.

Mayor Blong opened the public hearing at 10:32 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10401; seconded by Amy Stretcher Burkes.

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

27. 10402 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 4, BLOCK 22, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH CLAY STREET, APPROXIMATELY 200 FEET SOUTH OF EAST WASHINGTON AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10402.

Mayor Blong opened the public hearing at 10:33 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10402; seconded by Robin Poole.

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

DRAFT

28. 10403 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,200-SQUARE FOOT PORTION OF LOT 2, BLOCK 1, W.P. KNIGHT ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH POWELL STREET AND WEST WALL STREET), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10403.

Mayor Blong opened the public hearing at 10:34 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10403; seconded by Jack Ladd.

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

29. 10404 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 1,600-SQUARE FOOT PORTION OF LOT 8, BLOCK 2, PAVILION PARK, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH FAIRGROUNDS ROAD, APPROXIMATELY 310 FEET SOUTHEAST OF SAN FELIPE DRIVE), WHICH IS PRESENTLY ZONED AE, AGRICULTURAL ESTATE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR WIRELESS COMMUNICATION SYSTEMS, INCLUDING A MONOPOLE ANTENNA STRUCTURE; 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 (DISTRICT1) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10404.

Development Services Director Chuck Harrington gave a brief overview of the item noting the request is being made to install a monopole wireless communications tower at this location. All requirements have been met and staff recommends approval.

Mayor Blong opened the public hearing at 10:37 a.m. There being no one present wishing

DRAFT

to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10404; seconded by Dan Corrales.

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

30. 10405 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 258.87-ACRE TRACT OF LAND OUT OF SECTION 18, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST MOCKINGBIRD LANE, APPROXIMATELY 900 FEET EAST OF NORTH FAIRGROUNDS ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10405.

Development Services Director Chuck Harrington gave a brief overview of the item noting this is a change in the PD due to market circumstances.

Mayor Blong opened the public hearing at 10:40 a.m.

Ronnie Wallace, Lubbock, with Betenbough gave a presentation of the phases of Mockingbird Ridge and the changes they would like to make due to market circumstances. Mr. Wallace also briefly reported on a walking trail throughout the area.

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

Robin Poole moved to approve as amended 1. to change the minimum lot area of the reserve 40-50 class to 5,400 square feet and 2. to change the minimum lot area of the cottages 30-50 class to 4,044 square feet; the first of two readings of Ordinance No. 10405; seconded by Dan Corrales.

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

MISCELLANEOUS

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31. 057-2023 – MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PROPOSED PRELIMINARY PLAT OF MOCKINGBIRD RIDGE, BEING A PLAT OF A 258.87-ACRE TRACT OF LAND OUT OF SECTION 18, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST MOCKINGBIRD LANE, APPROXIMATELY 900 FEET EAST OF NORTH FAIRGROUNDS ROAD) (DISTRICT 1) (DEVELOPMENT SERVICES)

John Norman moved to approve Motion No. 057-2023; seconded by Robin Poole.

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

32. 10406 – DISCUSSION AND CONSIDERATION OF ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE AND SALE OF "CITY OF MIDLAND, TEXAS GENERAL OBLIGATION BONDS, SERIES 2023" INCLUDING THE ADOPTION OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF SUCH BONDS, ESTABLISHING PARAMETERS FOR THE SALE AND ISSUANCE OF SUCH BONDS AND DELEGATING CERTAIN MATTERS TO AN AUTHORIZED OFFICIAL OF THE CITY (DISTRICT: NONE) (FINANCE)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10406.

Finance Director Christy Weakland gave a brief overview of the item noting this is the fourth traunch, in the amount of $25 million, of the road bond that was voted on by the citizens in 2017. The amount for paving is $22.5 million and $2.5 million for Utilities associated with the following roads; Garfield Avenue, Main Street, Wadley Avenue and Golf Course Road.

Engineering Services Director Jose Ortiz reported the goal is to add two more roads to that list.

Mr. Ortiz reported on the current ongoing road projects.

George Williford, Hilltop Securities, spoke on rates and rating calls and explained that the City has an AAA rating which is the highest rating achievable; putting the City under a 4% interest rate.

Jack Ladd moved to approve the first and only reading of Ordinance No. 10406; seconded by Robin Poole.

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

PUBLIC COMMENT

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33. 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.)

Helen Whitehead, 4103 Dyer Circle, with the Midland Association of Retired School Personnel reported that for 2022 Midland Retired Teachers contributed 20,140 volunteer hours which equates to an amount of $603,193.00 contributed to the City.

Stacy Rhodes, 2705 Sentinel Drive, would like to know when the City of Midland is going to make the dumping of dogs their priority. Ms. Rhodes also voiced several more concerns regarding dogs and would also like to know why Ty Coleman was let go.

EXECUTIVE SESSION

34. 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 meeting to go into Executive Session at 11:05 a.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 551.087, Deliberate Economic Development Negotiations

c.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 1:25 p.m

PASSED AND APPROVED May 23, 2023.

_____

Lori Blong, Mayor

ATTEST:

_____

Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

City Council Meeting

Item Number: 4

Meeting Date: May 23, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AWARDING A CONTRACT FOR THE MAIN STREET UTILITY BOND PROJECT TO TEC EXCAVATION, INC., FOR AN AMOUNT OF $3,554,040.00; APPROVING $355,404.00 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS (DISTRICT 2) (GENERAL SERVICES)**

Purpose:

Resolution awarding a contract for the Main Street Utility Bond Project to TEC Excavation, Inc. of Midland, Texas for the Utilities Department for a cost of $3,554,040.00 approving $355,404.00 for contingencies; $50,000.00 for project related costs; for a total cost of $3,959,444.00 and appropriating funds therefore and authorizing payment.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Utilities Road Bond (Fund 179) and will appropriated to a project for the said purposes

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the Main Street Utility Bond Project for the Utilities Department. The bid request was sent to ninety-three (93) companies. We received a sole bid. Staff recommends awarding a contract to TEC Excavation, Inc. The project timeline is projected at 270 calendar days. Please see the attached memo from Carl Craigo, Utilities Director, for more information.

Therefore, please consider a resolution awarding a contract for the Main Street Utility Bond Project to TEC Excavation, Inc. of Midland, Texas for the Utilities Department for a cost of $3,554,040.00 approving $355,404.00 for contingencies; $50,000.00 for project related costs; for a total cost of $3,959,444.00 and appropriating funds therefore and authorizing payment.

Tina Daugherty

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE MAIN STREET UTILITY BOND PROJECT TO TEC EXCAVATION, INC., FOR AN AMOUNT OF $3,554,040.00; APPROVING $355,404.00 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS

WHEREAS, the City Manager approved plans and specifications and authorized the advertisement for bids for the Main Street Utility Bond Project; and

WHEREAS, bids were opened on May 4, 2023, with the sole bid being submitted by TEC Excavation, Inc., as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by TEC Excavation, Inc., to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to TEC Excavation, Inc., for the Main Street Utility Bond Project; and

WHEREAS, the City Council finds it to be in the public interest to approve $355,404.00 for contingencies; and

WHEREAS, the City Council finds it to be in the public interest to approve $50,000.00 for project related expenses;

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

SECTION ONE. That the Interim City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with TEC Excavation, Inc., for the Main Street Utility Bond Project for an amount of $3,554,040.00. Said contract to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That the sum of $355,404.00 for contingencies is hereby approved for said contract.

SECTION THREE. That the sum of $50,000.00 for project related expenses is hereby approved for said contract.

SECTION FOUR. That funds are available in the Utilities Road Bond (Fund 179) and shall be appropriated to a project for the said purposes.

SECTION FIVE. That the City Comptroller is hereby authorized and directed to pay TEC Excavation, Inc., pursuant to the terms of said contract upon receipt of proper invoices or statements approved by the Interim City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Morris Williams, Jr., Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MAIN STREET UTILITY BOND PROJECT

Project Number: BPU20-03
City of Midland - Engineering Services
May 4, 2023

BID TAB					TEC Excavation, Inc.		
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Bid Total	Actual Bid Total
1	M1	Mobilization	9	MO	$1,500.00	$13,500.00	$ 13,500.00
2	M2	16" Steel Pipe Casing (1/4" Wall Thickness)	120	LF	$190.00	$22,800.00	$ 22,800.00
3	M3	Erosion/Sediment Control	9	MO	$650.00	$5,850.00	$ 5,850.00
4	M4	Traffic Control	9	MO	$4,300.00	$38,700.00	$ 38,700.00
5	M5	Job Site Safety	9	MO	$400.00	$3,600.00	$ 3,600.00
6	M6	Seeding & Stabilization	75	SY	$25.00	$1,875.00	$ 1,875.00
7	M7	Stray Watering	1	LS	$1,500.00	$1,500.00	$ 1,500.00
8	M8	Material Mark-up	N/A	%	15%	N/A	N/A
9	M9	Labor Mark-up	N/A	%	15%	N/A	N/A
10	M10	Equipment Rental Mark-up	N/A	%	15%	N/A	N/A
1	D1	Removal & Disposal of Existing Water Main	8400	LF	$15.00	$126,000.00	$ 126,000.00
2	D2	Removal & Disposal of Existing Wastewater Main	40	LF	$15.00	$600.00	$ 600.00
3	D3	Flowable Fill for Existing Pipes Abandoned In Place	60	CY	$160.00	$9,600.00	$ 9,600.00
4	D4	Removal & Disposal of Existing Fire Hydrant Assembly	9	EA	$900.00	$8,100.00	$ 8,100.00
5	D5	Removal & Disposal of Existing 48" Manhole, (0'-5' Deep)	4	EA	$1,600.00	$6,400.00	$ 6,400.00
6	D6	Removal & Disposal of Existing 48" Manhole Additional Dep	1	VF	$350.00	$350.00	$ 350.00
7	D7	Removal & Disposal of Existing Unclassified Pavement	8100	SY	$6.00	$48,600.00	$ 48,600.00
8	D8	Removal & Disposal of Existing Concrete Curb & Gutter	90	LF	$10.00	$900.00	$ 900.00
9	D9	Removal & Disposal of Existing Concrete Sidewalk & Ramp	35	SY	$10.00	$350.00	$ 350.00
10	D10	Removal & Disposal of Existing Miscellaneous Concrete	75	SY	$10.00	$750.00	$ 750.00
1	W1	20" AWWA C-900 DR18, PVC, Water Main	280	LF	$245.00	$68,600.00	$ 68,600.00
2	W2	16" AWWA C-900 DR18, PVC, Water Main	60	LF	$232.00	$13,920.00	$ 13,920.00
3	W3	12" AWWA C-900 DR18, PVC, Water Main	200	LF	$190.00	$38,000.00	$ 38,000.00
4	W4	8" AWWA C-900 DR18, PVC, Water Main	9300	LF	$103.00	$957,900.00	$ 957,900.00
5	W5	6" AWWA C-900 DR18, PVC, Water Main	340	LF	$81.00	$27,540.00	$ 27,540.00
6	W6	20" Gate Valve & Vault (MJxMJ/FL)	5	EA	$31,500.00	$157,500.00	$ 157,500.00
7	W7	8" Gate Valve & Box (MJxMJ/FL)	42	EA	$2,700.00	$113,400.00	$ 113,400.00
8	W8	6" Gate Valve & Box (MJxMJ/FL)	15	EA	$1,900.00	$28,500.00	$ 28,500.00
9	W9	8" Air Relief Valve & Vault (Water Main)	1	EA	$18,700.00	$18,700.00	$ 18,700.00
10	W10	Fire Hydrant Assembly, (≤ 5' Water Main Bury Depth)	11	EA	$5,830.00	$64,130.00	$ 64,130.00
11	W11	Fire Hydrant Riser, (> 5' Water Main Bury Depth)	11	VF	$1,290.00	$14,190.00	$ 14,190.00
12	W12	Ductile Iron Fittings	8	TON	$18,800.00	$150,400.00	$ 150,400.00
13	W13	Dresser Coupling	5	EA	$1,200.00	$6,000.00	$ 6,000.00
14	W14	12"x1" Tapping Saddle	1	EA	$350.00	$350.00	$ 350.00
15	W15	8"x1" Tapping Saddle	125	EA	$310.00	$38,750.00	$ 38,750.00
16	W16	1" Water Service Connection	126	EA	$1,160.00	$146,160.00	$ 146,160.00
17	W17	1" Water Service Lateral	3260	LF	$8.00	$26,080.00	$ 26,080.00
18	W18	Water Meter Installation (New Service Lateral)	117	EA	$180.00	$21,060.00	$ 21,060.00
19	W19	Open Trenching of Water Main	14420	LF	$11.00	$158,620.00	$ 158,620.00
1	WW1	8" SDR 26 ASTM D2241, PVC, Wastewater Main	1020	LF	$105.00	$107,100.00	$ 107,100.00
2	WW2	48" Fiberglass Manhole & Cover, (0' - 5' Deep)	4	EA	$5,450.00	$21,800.00	$ 21,800.00
3	WW3	48" Fiberglass Manhole Additional Bury Depth (> 5' Deep)	1	VF	$715.00	$715.00	$ 715.00
4	WW4	Connection to Existing Wastewater Main	1	EA	$1,600.00	$1,600.00	$ 1,600.00
5	WW5	8" Wastewater Main Plug	6	EA	$280.00	$1,680.00	$ 1,680.00
6	WW6	Open Trenching of Wastewater Main	2020	LF	$11.00	$22,220.00	$ 22,220.00
1	P1	6" Concrete Pavement Repair	5	SY	$280.00	$1,400.00	$ 1,400.00
2	P2	6" Concrete Rip-Rap, 25' Wide (Channel)	140	SY	$115.00	$16,100.00	$ 16,100.00
3	P3	Concrete Curb & Gutter Repair	430	LF	$40.00	$17,200.00	$ 17,200.00
4	P4	4" Concrete Sidewalk Repair	35	SY	$110.00	$3,850.00	$ 3,850.00
5	P5	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	8100	SY	$57.00	$461,700.00	$ 461,700.00
6	P6	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	1620	GAL	$8.00	$12,960.00	$ 12,960.00
7	P7	Flowable Fill / 2-Sack Backfill	8200	SY	$65.00	$533,000.00	$ 533,000.00
8	P8	6" Base Rock Pavement Repair (Flexible Base)	840	SY	$16.00	$13,440.00	$ 13,440.00
					Base Bid Total =	$3,554,040.00	**$ 3,554,040.00**
							$0.00

INTEROFFICE MEMORANDUM

TO: Erika Martinez; City of Midland, Purchasing Manager

FROM: Josh Ferguson, P.E.; City of Midland, Assistant City Engineer

SUBJECT: Main Street Utility Bond Project ♦ Engr. Project No. BPU20-03 ♦ Bid Tabulation ♦ RFB #_____

DATE: May 23, 2023

Erika,

Engineer staff has reviewed the bid tabulation for the Main Street Utility Bond Project. TEC Excavation, Inc. of Midland, Texas, is the apparent low bidder. Staff recommends awarding the Main Street Utility Bond Project to TEC Excavation, Inc.

TEC Excavation, Inc. has an established history in the City of Midland and has performed to the City's satisfaction throughout the course of previous drainage and utility improvement projects. Furthermore, the unit prices appear to be in line with current pricing trends.

Funding is available for this project.

The apparent successful bidder was selected based on the base bid amount of **$3,554,040.00** as outlined in the bidding documents. In addition, we would like to request that a 10% contingency in the amount of **$355,404.00** be allowed for value added changes to the project during construction and **$50,000.00** for project related costs incurred by the City to facilitate the contract (i.e. TDLR inspections, material testing services, etc.). The total amount made available for the project would be **$3,959,444.00**.

The agreement specifies a construction period of 270 calendar days beginning within 15 calendar days of a written notice to proceed for construction.

Josh Ferguson, P.E.
Assistant City Engineer

Cc: Jose Ortiz
Carl Craigo
Regina Stephenson

SPECIFICATIONS

Project Name: Main Street Utility Bond Project
Project Number: BPU20-03

MAYOR

Lori Blong

COUNCIL MEMBERS

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

ENGINEERING SERVICE DIRECTOR

Jose E. Ortiz, P.E.



Prepared by City of Midland, Texas
Engineering Services Division

April 2023

NOTICE TO BIDDERS

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

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

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

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 3rd day of May, 2023, and publicly opened and read aloud at that time.

Delivery of Submittals

Bid packets must be received in the City Secretary's Office no later than May 3, 2023 at 2:00 p.m. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

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

The Proposed Work provides for the furnishing of materials and labor for Main Street Utility Bond Project together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING will be held at 3:00 p.m. on Wednesday, April 26th, 2023 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas.

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

jferguson@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting is Noon on Friday, May 20, 2022. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

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

"FAX" or telephone bids or modifications will not be accepted.

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

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

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

WAIVER OF ATTORNEY FEES

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

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

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

WAIVER

BIDDER'S WAIVER:

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

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

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

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

4. **AWARD OF THE CONTRACT**

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

City of Midland

Amy Turner
City Secretary

Form Revised April 2023

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

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

The location and details for the construction and related work are shown upon a set of drawings dated January 15, 2022 and numbered from C-1 (1) through C-31 (31) inclusive. These drawings and plans, together with the specifications, form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distances and dimensions.

2. TIME AND PLACE OF RECEIVING BIDS

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

3. PREPARATION OF BID FORM

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

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

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

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

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

4. EXAMINATION OF SITE, DRAWINGS, ETC

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

5. WITHDRAWAL OF BIDS

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

6. AGREEMENT AND BONDS

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

7. INTERPRETATION OF PLANS AND DOCUMENTS

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

8. BIDDERS INTERESTED IN MORE THAN ONE BID

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

9. AWARD OF CONTRACT

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

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

10. OPENING OF BIDS

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

11. COMPARISON OF BIDS

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

12. BID GUARANTY

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

13. CONTRACT DOCUMENTS

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

14. TIME ELEMENT

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

15. PAYMENTS

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

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

Revised April 2023

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

TEC Excavation 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.**

_____

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.**

N/A

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 Myrla Clutter

Signature of vendor doing business with the governmental entity

5.3.23

Date

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

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CITY OF MIDLAND

Consideration of Location of Bidder's Principal Place of Business
For Bids of $50,000 up to $100,000 for Services and $500,000 for Commodities
Affidavit of Eligibility

Pursuant to Texas Local Government Code 271.9051, in purchasing real property, personal property that is not affixed to real property, or services, if the City receives one or more bids from a bidder whose principal place of business is in the City of Midland and whose bid is within five percent (5%) of the lowest bid price received by the City from a bidder who is not a resident of the City of Midland, the City may enter into a contract with:

(1) the lowest bidder; or

(2) the bidder whose principal place of business is in the City of Midland if the City Council determines, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City of Midland created by the contract award, including the employment of residents of the City of Midland and increased tax revenues to the City of Midland.

In order to receive consideration, bidders must submit this affidavit to:

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: TEC EXCAVATION, INC.

Local Address (must be within the City limits): 1538 COTTON FLAT ROAD MIDLAND, TX 79706

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? 35
3. Year your business was established in the City of Midland: 2001
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: Myrtla Clutter Date: 5·3·23

Printed Name and Title: Myrtla Clutter Pres.

TECHNICAL SPECIFICATIONS

FOR: Main Street Utility Bond Project

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

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

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

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

GENERAL CONDITIONS AND PROVISIONS

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONFLICT OF PROVISIONS

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

3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

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

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

4. TIME ELEMENT

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

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

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

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

5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

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

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

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

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

PAYMENT; RETAINAGE:

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

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

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

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

FINAL COMPLETION AND ACCEPTANCE:

Within ten (10) days after the Contractor has given the Engineer written notice that the work has been completed, or substantially completed, the Engineer and the Owner shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract documents, the Engineer shall issue to the Owner and the Contractor his Certificate of Completion.

FINAL PAYMENT:

Upon the issuance of the Certificate of Completion, the Engineer shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Contract and shall certify same to the Owner, who shall pay to the Contractor the balance due the Contractor under the terms of this Contract, provided he has fully performed his obligations under the terms of this Contract. Notwithstanding any provision of these Contract Documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the certificate of acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good and workmanlike manner and a full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract Documents.

6. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the amount which the Owner may otherwise retain under the Contract, the Owner may withhold a sufficient amount or amounts of any payment or payment otherwise due to the Contractor, as in this judgment may be necessary to cover:

(a)Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.

(b)For defective work not remedied.

(c) For failure of the Contractor to make proper payments to his subcontractors.

7. CERTIFICATE OF PAYMENT

Contractor shall, prior to issuance of final payment pursuant to the terms herein stated, provide proof satisfactory to the owner that all debts, bills and expenses incurred by the Contractor, his agents, employees or subcontractors employed by him, for labor, wages, materials and other purposes, in the furtherance of this

project, have been paid and satisfied in full. Satisfactory proof shall consist of an executed Certificate of Payment.

8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

The Owner, upon proper action by its governing body, may require changes in this Contract, or additions to, or deductions from the work to be performed or the materials to be furnished pursuant to this Contract. No employee, agent or representative of the Owner, with the exception of the governing body authorized to award this Contract, has any power to approve any change in this Contract and it is the responsibility of the Contractor before proceeding with any change to satisfy himself that the change has been properly authorized on behalf of the Owner. No charge for any extra work or other change in the Contract will be allowed unless the extra work or change has been authorized in writing by the Owner, or its duly authorized representative, and the price therefore is stated in such written authority.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions to or deductions from the quantities of units or items bid upon in the proposal schedules, shall be paid for in accordance with the provisions of the Specifications, at the unit and/or lump sum prices bid in such proposal schedules.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions of items not appearing in the proposal schedules, or addition of work of such a nature that unit and/or lumps sum prices contained in the proposal schedules cannot reasonably or equitably be applied to provide proper payment therefore, the payment to the Contractor for such work shall be determined by one or more of the following methods:

(a) By an acceptable lump sum proposal from the Contractor.

(b) By unit prices contained in the Contractor's proposal and incorporated in the Contract or fixed by subsequent agreement between the Owner and the Contractor.

(c) By a cost method pursuant to which the Contractor shall be paid the costs of the change or addition. He shall be required to keep and present in such form as the Owner may direct, a correct account of the cost of the change or addition, together with all vouchers therefore. The cost may include an allowance for overhead and profit not to exceed fifteen percent (15%) of the net cost.

In computing the cost, there shall be considered reasonable and proper net expenditures for labor, materials, power tools and equipment, pro rata charges for foremen, deductions for social security, old age and unemployment benefits and workmen's compensation insurance and surety bond premium. In computing cost of machinery and equipment involved in additional work, the amount to be paid shall be not more than one hundred percent (100%) of the latest schedule of "Equipment Ownership Expense" adopted by Associated General Contractors of America. No overhead and profit shall be allowed on the deductions for Social Security, old age and unemployment benefits. All other expenditures shall be treated as overhead costs.

No extra work shall be performed or change made unless in pursuance of a written order from the Owner stating that the extra work or change is authorized and no claim for an addition to the Contract sum shall be valid unless so ordered; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

The Contractor shall, when required by the Owner, furnish an itemized breakdown of the quantities and prices used in computing the value of any change, addition or deduction that might be ordered.

If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligated or may obligate the Owner to pay additional compensation to the Contract, or constitutes a waiver of any provision in the Contract, he shall notify the Owner in writing of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Owner within such ten (10) days period shall be deemed a waiver and relinquishment of any such claim against the Owner. The procedure for consideration of such claims shall be as stated in this Article.

9. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Contract or any part thereof, nor any monies due or to become due thereunder without the prior written consent of the Owner. No assignment of this Contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or material supplied for performance of the work called for under this Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

10. SUBCONTRACTORS

Specialty subcontractors may be utilized for the performance of such parts of the work under this Contract as, under normal practices, are performed by Specialty subcontractors, unless the Owner determines that the Contractor has heretofore customarily performed such specialty work with his own organization and is equipped to do so, or unless the Owner determines that performance of the specialty work by Specialty subcontractors will result in increased costs or inordinate delays.

The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Contract without the prior written consent of the Owner. If the Contractor shall subcontract any part of this Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in this Contract shall create any Contractual relations between any subcontractor and the Owner. The Contractor shall ensure that the sub contractor has the insurance coverage required by this contract.

The Owner's consent to or approval of any subcontract under this Contract shall not in any way relieve the Contractor of his obligations under this Contract and no such consent or approval shall be deemed to waive any provisions of this Contract.

11. SUSPENSION OF WORK

Pending settlement of disputes on any point of controversy, the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such, nor shall he be entitled to extension of time, although such extension of time may be granted by the Engineer if he deems it in the interest of the work.

12. RIGHT OF OWNER TO TERMINATE CONTRACT

If, in the opinion of the Engineer, the Contractor shall be improperly performing the work under this Contract, or shall neglect or refuse to take out or rebuild such work as shall have been rejected by the Engineer as being defective or unsuitable, or if, any time, the Engineer shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or if the Contractor shall abandon the work, or shall neglect or refuse to comply with the instructions of the Engineer relative thereto, or shall fail in any manner to comply with the Specifications or Stipulations herein contained, the Engineer shall notify the Contractor to that effect in writing, and if the Contractor shall not within five (5) days thereafter take such measures as will, in the judgment of the Engineer, insure the satisfactory performance or construction of the work, the City may annul and cancel the Contract, in which event it shall notify the Contractor to discontinue all work under this Contract, and the Contractor shall immediately respect such notice and stop work and cease to have any rights to the possession of the ground and shall forfeit his Contract. Such annulment shall not entitle the Contractor to any claim for damages on account thereof, nor shall it affect the right of the City of Midland to recover damages on account of such failure. The City Council may thereupon advertise and re-let a new Contract for the uncompleted work without further ordinance, in the same manner as was followed in the letting of this Contract, and any excess of cost arising there from over and above what would have resulted from the prices set forth in this Contract will be charged against the Contractor and his surety or sureties hereto, who shall be liable therefore.

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the City should fail to make payment to the Contractor within thirty (30) days after such payment is due, as set out in the Contract, then the Contractor may, upon seven (7) days written notice to the City and the Engineer, stop work or terminate his Contract and recover from the City payment for all work executed and for any loss sustained upon any plant or materials and reasonable profit and damages.

14. INCIDENTAL WORK

Any and all minor details of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of and included with the work for which the prices are named in the Contract Documents. The Contractor will not be entitled to any extra or additional compensation therefore, unless specifically stated otherwise.

15. PERMITS – COMPLIANCE WITH LAW

The Contractor shall, at his expense, obtain all permits and licenses necessary for the performance of this Contract, and give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the Contract.

Portions of this contract qualify for exemption pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. The Contractor shall obtain a sales tax exemption certificate from the City. All labor performed on the project and all materials incorporated into the project qualify for such tax exemption. However, equipment and parts for equipment purchased to be used on the project, but are not incorporated into the project; do not qualify for said tax exemption. Contractor shall issue a resale certificate in lieu of paying such sales tax for all

materials incorporated into the project. Further Contractor shall separate the charges for materials incorporated into the project from the charges for labor.

16. INSPECTION BY OWNER

The Owner and its representatives shall at all times have access to all parts of the work and to the shops wherein the work is in preparation for the purpose of inspection, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

The Owner shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the Owner may correct same and charge the expense to the Contractor. No inspector shall have the power to waive the obligation resting upon the Contractor to furnish good material or do work as herein prescribed, and any failure or omission of any inspector or the Engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly rebuild the same at any time upon discovery of the defect and upon receipt of notice of the Engineer to do so.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out any portion thereof, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to the fault of the Contractor or his subcontractor, he shall defray all the expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and materials necessarily involved in such examination and replacement, plus fifteen percent (15%) for overhead and profit, shall be allowed the Contractor.

Where the Specifications require work to be specifically tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval or consent thereto by the Owner. Should any such work be covered up without such notice, approval or consent, it must, if required by the Owner, be uncovered for examination at the Contractor's expense.

17. PATENTS

The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including all costs and legal expenses, for or on account of, any patented or unpatented invention, process, article or appliance, manufactured for or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract.

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other Contracts that have been or may be awarded by the Owner in the prosecution of the project to the end that the Contractor may perform this Contract in the light of such other Contract, if any.

Nothing herein contained shall be interpreted as granting the Contractor exclusive occupancy of the site of the project. The Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on the project. If the performance of any Contract for the project is likely to be interfered with by the simultaneous execution of some other Contract or Contracts, the Owner shall decide which Contractor shall cease work temporarily and which shall continue, or whether the work under the Contracts can be coordinated so that the Contractors may proceed simultaneously. The Owner shall not be responsible for any damages suffered or extra costs incurred by the Contractor, resulting directly or indirectly from the award or performance or attempted performance of any other Contract or Contracts on the project, or caused by any decision or omission of the Owner respective to the order of precedence in the performance of Contracts.

19. NOTICE AND SERVICE THEREOF

Any notice from one party to another under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner; namely, if the notice is given to the Owner, (a) by personal delivery thereof to the individual duly authorized to direct and supervise the project of the Owner, or (b) by depositing the same in the United States Mail, enclosed in a sealed envelope, addressed to the City of Midland, 300 North Loraine Street, Midland, Texas, 79701, postage prepaid and certified; or if the notice is given to the contractor (a) by personal delivery thereof to the project superintendent or other person authorized to act for the contractor, or (b) by depositing the same in the United States Mail, enclosed in a sealed envelope, addressed to the Contractor at his regular place of business or at such other address as may have been established for the conduct of the work under this Contract, postage prepaid and certified; or (c) if the notice is given to the Surety or any other person by personal delivery to such Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or other person, at the address of such surety or other person last communicated by him to the party giving the notice, postage prepaid and certified.

20. QUALITY OF MATERIALS AND WORKMANSHIP

It is the intention of this Contract to have only first class materials and the best workmanship throughout, and the methods and appliances adopted by the Contractor must be such as will secure a satisfactory quality of work and will enable him to complete the work in the time agreed upon. If at any time such methods and appliances appear inadequate, the Engineer may order the Contractor to improve their character or increase their efficiency, and the Contractor must conform to such order; but the failure of the Engineer to order such improvement of methods or increase of efficiency will not relieve the Contractor from his obligations to perform good work or finish it in the time agreed upon. The Contractor shall submit samples or specimens of any and all materials proposed to be used in the work when required to do so by the Engineer. All materials must be of specified quality and fully equal to approved samples. All work must be done and completed in a thorough and workmanlike manner. All materials furnished and all work done must be satisfactory to the Engineer and will be subject to rigid inspection, and if not in accordance with the Specifications in the opinion of the Engineer, shall be made to conform thereto.

It is understood that except as otherwise specifically stated in the Contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence of temporary

construction of every nature, and all other services and facilities required for the completion of the Contract within the specified time.

21. SPECIAL METHODS

The Engineer may consent to special methods for carrying out the work in difficult cases, but the Contractor will not be relieved of responsibility for the result. The Contractor shall be responsible for the result of all work performed by him whether directed by the Engineer or not.

22. REMOVAL OR REPLACEMENT OF WORK DONE WITHOUT LINES OR GRADES

Any work done without lines or grades given by the Engineer or under his direction or without the supervision of an inspector, may be ordered removed and replaced by the Engineer at the Contractor's expense.

23. COVERING WORK

No work shall be covered until it has been examined and approved by the Engineer.

24. UNFAVORABLE WEATHER

During unfavorable weather and other adverse conditions, only such portions of the work may be done which will not be damaged thereby, unless by special means or precautions approved by the Engineer.

25. ALL WORK SUBJECT TO FINAL INSPECTION

Failure to neglect on the part of the Engineer or his inspectors to condemn or reject bad or inferior work or materials shall not be construed to imply his acceptance of such work or materials if it becomes evident at any time prior to the final acceptance of the work and the release of the Contractor.

26. PUBLIC CONVENIENCE

When materials for construction are brought on the work site they shall be neatly piled so as to cause as little obstruction to travel as possible, and so that they may be conveniently inspected.

No material or other obstruction shall be placed within five (5) feet of fire hydrants, which must at all times be readily accessible to the fire department, nor shall any material be piled within two (2) feet of any trees.

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the Contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion, and final acceptance by the Owner.

The Contractor shall provide such heat, covering and enclosures as are necessary to protect all work and materials against damage by weather conditions.

The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavement, utilities, adjoining property, and structures, and avoid damage thereto, and he shall at his own expense completely repair any damage thereto caused by his operations.

If required by the Engineer, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations, and other parts of all existing structures adjacent and adjoining the site of the Project, which are in any way affected by the excavations or other operations connected with the completion of the work under this Contract. Whenever any notice is required to be given by the Owner or the Contractor to any adjoining or adjacent landowner or other party before commencement of any work under this Contract, such notice shall be given by the Contractor. The Contractor shall indemnify the Owner and save it harmless from any damages on account of settlement or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

During the progress of the work the convenience of the public and of the residents along streets must be provided as far as practicable. Convenient access to driveways, houses and buildings along streets must be maintained whenever possible.

Temporary approaches and crossings of streets and sidewalks must be provided and kept in good condition whenever practicable.

The Contractor shall provide and maintain such fences, barriers, "Street Closed" signs, red lights and watchmen as may be necessary to prevent avoidable accidents to residents and to the public.

The Contractor alone shall be held responsible for all injuries to persons, and for all damages to property of the City or others, caused by or resulting from the negligence of himself, his employees or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. He must restore all injured public or private property to a condition as good as it was when he entered upon the work, purchasing new materials to replace all that which is injured or destroyed during the course of the work.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act.

27. TRAFFIC CONTROL

It is the policy of the City of Midland to keep at least two travel lanes open to traffic at all times and where possible to have three travel lanes between 7:30 a.m. and 9:00 a.m. and 4 p.m. and 6 p.m. (Two (2) lanes in the direction of peak travel).

At least 48 hours before beginning work the contractor shall present a traffic control and/or barricade plan prepared as per the approved Barricading Standards to the Traffic Engineering Division for review and approval. When approved and barricades are in place, they shall be inspected by the Traffic Engineering Division prior to beginning work.

Traffic control signs, such as stop signs, yield signs, etc., are placed in various intersections for the safety and protection of the traveling public. The contractor shall not move, alter or damage said signs for any reason. If said signs must be removed for construction purposes, contractor shall notify the City of Midland, Traffic Division Operations Superintendent at least 48 hours (not including weekends) before construction activities are scheduled to begin. All construction barricading, warning signs, and other construction traffic control devices shall be in place and shall be in accordance with the Texas Manual on Uniform Traffic Control Devices and approved Barricading Standards included in plans before traffic signs can be removed. The contractor shall notify the Traffic Division Operations Superintendent at least 72 hours (not including weekends) before

scheduled removal of construction barricades, warning signs, and traffic control devices. But in all cases the contractor shall not remove said barricades, warning signs, and traffic control devices until the City of Midland's Traffic Department has replaced stop signs, yield signs, etc., in their proper location. The Contractor shall notify Traffic Engineering Division at least 24 hours in advance of any Traffic Signal modification due to construction (i.e. eliminating left turn phases). Notice shall also be given to the Traffic Engineering Division at least 24 hours prior to removing barricades at signalized intersections.

28. PROTECTION OF NEW WORK

All new work shall be carefully protected by the Contractor, and any work injured from any cause before the completion of the whole project must be rebuilt by the Contractor at his own expense.

29. MONUMENTS OR STAKES

The Contractor must carefully protect from disturbance or injury all monuments, stakes and bench marks, of City County, State or Federal Government and shall not excavate nearer than five (5) feet to any of them without the permission of the Engineer, or until they have been removed, witnessed or otherwise disposed of by the Engineer.

30. USE OF COMPLETED PORTIONS

The City shall have the right to take possession of and use any completed or partially completed portions of the work notwithstanding the time for completing the entire work on such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of, or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both as the Engineer may determine.

The Owner, in taking possession of completed portions, shall agree to accept the decision of the Engineer on matters relating to responsibility for damages that may occur to any portions of the work during the period of possession preceding acceptance and final payment.

31. USE OF PREMISES

The Contractor shall confine his apparatus, storage of materials and construction operations to such limits as may be directed by the Owner, and shall not unreasonably encumber the premises with his materials.

The Contractor shall enforce any instructions of the Owner regarding advertising, fires, danger signals, barricades and smoking, and shall require all persons employed on the work to comply with all building, post or institutional regulations while on the premises.

32. SAFETY RESTRICTIONS

The following procedures will be followed regarding the subject item on this contract:

A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

Equipment that may be operated within ten feet of high voltage lines shall have an insulating cage type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company who will erect temporary mechanical barriers, de – energize the line, or raise or lower the line. The notifying department

The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

No person shall work within six feet of high voltage line without precautions having been taken and protection provided as outlined in Paragraph (3) above.

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

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

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

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

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

work that is the subject of this Contract. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

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

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

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

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

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012. The Contractor shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Contractor.

34. INDEMNIFICATION

INDEMNITY: THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER AND ALL OF THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE CONTRACTOR, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS

CONTRACT, AND CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

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

THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN OWNER SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. THE CONTRACTOR, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE OWNER AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF THE CONTRACTOR OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

35. RELEASE

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

36. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Owner; that Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondent superior shall not apply as between Owner and Contractor, its officers, agents, employees, contractors and subcontractors; and

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

37. QUALIFICATIONS FOR EMPLOYMENT

Preference shall be given to qualified local residents in the employment of laborers and mechanics for work on the Project under this Contract. No person under the age of sixteen (16) years shall be employed on the project under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the Project under this Contract: Provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. No person currently serving sentence in a penal or correctional institution and no inmate of an institution for mentally defective shall be employed on the project under this contract.

38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each of his subcontractors shall prepare payrolls for the workers on the Project. Not later than the seventh (7th) day following the payment of wages, the Contractor shall transmit to the Owner, if requested, a certified legible copy and two confirmed copies of such payroll.

Such copies of payrolls shall be accompanied by substantial proof that all bills for services rendered and materials supplied have been duly paid and by such other data as the Owner may require.

39. POSTING WAGE RATES

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing the wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

40. PAYMENT OF EMPLOYEES

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing the wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

41. WAGE UNDERPAYMENT AND ADJUSTMENTS

The Contractor agrees that, in case of underpayment of wages to any worker on the project under this Contract by the Contractor or any subcontractor, the Owner shall withhold from the Contractor out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked and that the Owner may disburse such amount so withheld by it for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this Article may be in addition to other amounts that may be retained by the Owner pursuant to other provisions of this Contract.

42. COMPUTATION OF WAGES ON 8 – HOUR DAY

The wages of each laborer and mechanic engaged in work on the project under this Contract shall be computed on a basis of eight (8) hours per day, eight (8) hours continuous employment except for lunch periods, constituting a day's work.

Legal holiday work shall be paid for at the regular governing per diem wage rates.

Work in excess of 40 hours per week shall be paid for at 1 ½ times the basic rate of pay.

43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

The Contractor will not be permitted to work on Sundays or legal holidays except in an emergency and then only upon written permission of the Engineer.

Any work necessary to be performed after regular working hours and when permitted on Sundays or legal holidays, shall be performed without additional expense to the Owner.

No work on any Contract item will be permitted before daylight or later than one hour after sundown.

44. CONTRACT SECURITY

The Contractor shall furnish a performance bond and payment bond in an amount equal to one hundred percent (l00%) of the amount of the Contract as security for the faithful performance of the Contract, including the payment of all persons performing labor on the project and furnishing of materials in connection with this Contract. All Bonds must be executed in five (5) original counterparts by a corporate surety authorized to do business in the State of Texas. Bonds executed by individuals or any other than recognized and authorized corporate surety companies will not be acceptable.

45. DELAYS

The Contractor shall receive no compensation for delays or hindrances to the work, except when, in the judgment of the Engineer, direct or unavoidable extra cost to the Contractor is caused by such hindrances or delays. When such extra compensation is claimed, a written statement thereof shall be presented by the Contractor, as provided in Paragraph 18 hereof. Such claim, if found correct, will be approved, and the decision of the Engineer whether extra cost has been incurred and the amount thereof, shall be final. If delays are caused by specific orders to stop work, given by the Engineer, or by the performance of extra work, or by unforeseen causes beyond the control of the Contractor, or by the failure of the Owner to provide materials or necessary instructions for carrying on the work, or to provide the necessary right-of-way or site for installation,

then delay will entitle the Contractor to an equivalent extension of time. Application for extension of time must be approved by the Owner and, shall not release the Sureties from their obligations, which shall remain in full force until the discharge of the Contract.

LATE COMPLETION; LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed, by and between Contractor and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

In the event Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then Contractor and Contractor's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the City $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that Contractor shall be in default after the time stipulated in the contract for completing the work. Further, the City shall have the right to cancel this contract for such delay. In the event the City cancels this contract pursuant to the terms of this section, the City shall pay to Contractor only those monies deemed appropriate by the City, in its sole discretion, to compensate Contractor for any work actually performed, less any liquidated damages Contractor owes the City.

The said amount is fixed and agreed upon by and between Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that Contractor shall not be charged with liquidated damages or any excess cost when the City determines, in its sole discretion, that Contractor is without fault and Contractor's reasons for the time extension are acceptable to the City. Provided, further, that Contractor shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided, further, that Contractor shall, within ten (10) calendar days from the beginning of such delay, unless the City shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify Contractor within a reasonable time of its decision in the matter.

CONTRACTOR AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM CONTRACTOR AS LIQUIDATED DAMAGES FOR CONTRACTOR'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

CONTRACTOR SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO CONTRACTOR OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. CONTRACTOR'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.

46. ERRORS AND OMISSIONS

The Contractor will not be permitted to take advantage of any error or omission in these specifications. Suitable instructions will be given by the Engineer when such error or omission is discovered.

47. SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work a copy of the Specifications and Drawings, and shall at all times give the Engineer access thereto. Any drawings or plans listed in the detailed specifications shall be regarded as part thereof and of the Contract. Anything mentioned in these specifications and not mentioned or shown in the drawings, or shown in the drawings and not mentioned in these specifications, shall be done as though shown or mentioned in both. The Engineer will furnish from time to time, such detailed drawings, plans, profiles and information as he may consider necessary for the Contractor's guidance.

In the event of any discrepancy between the plans and these specifications, the decisions of the Engineer will be decisive thereon. The written dimensions on the plans are to be taken as correct, but the Contractor is required to check carefully all dimensions before beginning work thereon. Should any errors or omissions be discovered, the Engineer's attention shall be called to the same, and the proper corrections made. All notes on the plans shall be carefully observed by the Contractor and are a part of the Contract.

48. CONSTRUCTION STAKING

The Engineer will furnish a complete set of plans and profiles and set control stakes at fifty foot (50') intervals along the entire length of the project and at such control points he deems necessary for proper execution of the work. The Contractor will thereafter be required to lay out the work accurately and furnish at his own expense, all lines, levels, and dimensions necessary to the proper and correct execution of the entire work and be responsible for any errors resulting from his own work.

The Contractor shall give the Engineer at least 36 hours notice in writing before requiring stakes to be set on any new portion of the work, and he shall state clearly in such notice the exact locality or localities where such stakes are needed for immediate use.

The Contractor must satisfy himself, before commencing work, as to the meaning or correctness of all stakes or marks, and no claim will be entertained by the Owner for or on account of any alleged inaccuracies, or for the alterations subsequently rendered necessary on account of such alleged inaccuracies unless the Contractor notifies the Engineer thereof in writing before commencing to work thereon.

The Contractor will at all times conduct the work in such a manner as to prevent damage to construction stakes set by the Engineer. When construction stakes are damaged to such extent that they must be reset, as a result of carelessness or negligence on the part of the Contractor or his workmen, the costs thereof shall be kept by the Engineer and shall be deducted from the moneys due or to become due the Contractor under the terms of his contract.

Benchmark and survey stakes shall be preserved by the Contractor, and in case of their destruction or removal by him or his employees, they will be replaced by the Engineer at the Contractor's expense.

49. SANITATION

The Contractor shall provide suitable drinking water receptacles or containers equipped with dust-tight covers and spigots or faucets. A supply of sanitary paper drinking cups shall be kept on hand for general use near the drinking water containers. The use of common drinking cups or tin cups will not be permitted.

The Contractor shall furnish "Porta-Johns" or other approved sanitary facilities for use by all workers on the Project. Such facilities shall be placed and kept in close proximity of the site where work is being performed. Such facilities shall be properly serviced and maintained.

The Engineer may establish such other sanitary rules and regulations as may seem necessary and desirable to the safe prosecution of the work, such rules and regulations to apply to all forces employed under this Contract, and if, the Contractor fails to observe and enforce these rules, the Engineer may enforce them at the expense of the Contractor.

50. WATER FOR CONSTRUCTION

The Contractor may obtain all water necessary for construction purposes from the Municipal Waterworks System at the regular customer service rate, but the Contractor must make all necessary arrangements with the Director of Utilities for necessary connections and meters. The Contractor must make his own provisions and provide such equipment as is necessary for conveying water from point of service to point of use. No extra compensation will be allowed and the Contractor shall anticipate the expense connected herewith and absorb said expense in the prices bid for the various bid items.

51. SEQUENCE AND SPEED OF WORK

The Engineer shall direct the order and sequence of the work. If at any time before the commencement or during the progress of the work, the materials and appliances used appear to the Engineer as insufficient and improper for securing the quality of work required or the required rate of progress, he may order the Contractor to increase their efficiency or to improve their character and the Contractor shall conform to such order. The

failure of the Engineer to demand any increase of such efficiency or improvement shall not release the Contractor from his obligations to secure the quality of work or the rate of progress specified.

52. INSPECTION AND TESTING OF MATERIAL

The sampling and testing of materials used or proposed to be used in the construction of this project will be made by the Engineer, his designated representative or certified testing laboratory personnel in accordance with methods prescribed by the American Society of Testing Materials and/or the American Association of State Highway Officials, with subsequent approved revisions made prior to the date of the Proposal. The selection of the method of test shall be designated by the Engineer. The Contractor shall bear the cost of all tests required before a material or a method is approved for use on the job, unless the Owner specifically agrees to bear the cost of these tests.

All tests required by the Owner after materials and/or methods have been approved and after they have been incorporated or used in the job will be paid for by the Owner, except if the Owner's tests reveal non-conformance with the specifications, subsequent tests on that part of the work required to determine if the replaced or reworked material meets the specifications, will be paid for by the Contractor. The City will pay only one time for any required testing.

The following is a summary of test required for the approval of materials or methods:

Material	**Test**
Subgrade	Maximum density, optimum moisture
Caliche Base:	Maximum density, optimum moisture, hardness, gradation, liquid limit, plasticity index, Texas Triaxial Classification
Aggregates for hot-mix:	Gradation, unit weight, abrasion, soundness, liquid limit, plasticity index, density
Asphalt, emulsions and tars:	Certified plant test and certificates of compliance with each shipment
Hot- Mix asphaltic concrete:	Design mix, swell test, stripping test
Portland cement concrete pavement:	Design mix with test cylinders

Any materials shipped by the Contractor from the factory prior to having satisfactorily passed such testing and inspection by the Owner's representative or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in the work.

The Owner may, at its discretion, approve materials and/or methods for use on this project without testing when they are from sources previously tested and approved for City of Midland projects.

53. CONSTRUCTION SCHEDULE

It shall be the responsibility of the Contractor to furnish the Construction Engineer prior to construction a schedule out – lining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean – up.

54. PROFILES AND ELEVATIONS

Profiles and elevations of the ground are shown on the plans hereto attached. These profiles and elevations are believed to be reasonably correct, but are not guaranteed to be absolutely so, and are represented only as an approximation. Elevations are referred to datum given by the Engineer.

55. CLEANUP

During the progress of the work, the Contractor shall maintain the work area in a reasonably clean and safe condition. Dirt, debris, excess excavation and other objectionable materials shall be removed from the site and disposed of on a daily basis.

After completion of all the work contemplated to be done in accordance with the detailed plans and these specifications, the premises and area along the entire line of the work shall be thoroughly cleaned up and all remaining structural materials, excess or surplus excavation and debris of any nature shall be removed and disposed of in a satisfactory manner and as directed by the Engineer. The site of all work shall appear neat and finished. All portions of the project when completed shall be ready for use or occupancy.

No compensation or payment shall be made for any cleanup work. The price for such cleanup work shall be absorbed in the items covered in the proposal.

56. GUARANTEE

The contractor shall and hereby does guarantee: (1) all work performed by him directly and all work performed by his subcontractors; (2) that all material specified; and (3) that any defect due to improper workmanship or material discovered and made known to him within one year (1) f the date of final acceptance of the improvements shall be repaired, replaced, corrected or otherwise made good by him without additional expense to the Owner. The Contractor shall, in case of work performed by his subcontractors and where guarantees are required, secure guarantees from said subcontractors and deliver copies of same to the Engineer upon completion of the work.

57. WAIVER OF ATTORNEY FEES:

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

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

THE OWNER AND THE CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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

58. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way that would direct application of the laws of another jurisdiction.

59. SOVEREIGN IMMUNITY

By executing this Contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

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

61. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

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

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

62. ASSIGNMENT

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

63. FEDERAL WAGE REQUIREMENTS

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

64. PROMPT PAY ACT

The owner and contractor agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

65. OTHER FEDERAL REQUIREMENTS

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

Updated April 2023

SPECIAL PROVISIONS

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. Bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.

1. SCOPE OF WORK:

Included in this Project will be **Main Street Utility Bond Project** to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include the removal, replacement, relocation, and installation of existing and proposed water and wastewater infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, excavation, embedment, backfill, pavement repair, sidewalk repair, concrete joint sealing, erosion control, traffic control, coordination with City of Midland staff and organizations such as OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland Staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

The Owner reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the Owner.

Standard Specifications for Construction of the City of Midland will govern all construction, except as modified by these Special Provisions.

2. ORDER OF PRECEDENCE:

The Special Provisions take precedence over the General Conditions in this bid packet anywhere these two sections are not in agreement.

The Special Provisions take precedence over the City of Midland Specifications in this bid packet anywhere these two sections are not in agreement.

The Contractor is to bid the quantities in the Proposal section of the bid packet even if there is a discrepancy between the Proposal quantities and those noted or measured in the construction drawing set.

In the Proposal the long-hand dollar amount written in the Description column for each bid item will take precedence over the numerical dollar amount listed in the Unit Price column if there is a discrepancy between the two.

In the construction drawing set any written or noted dimension takes precedence over dimensions measured based on the drawing scale unless otherwise directed by the Engineer.

Any changes or revisions made as part of an Addendum for this project take precedence over the original bid packet and construction drawing set where the documents are in conflict.

3. EXAMINATION OF SITE:

Prospective bidders are to make a careful examination of the entire site of the project and are to make such explorations as may be necessary to determine the subsoil and/or water conditions to be encountered; improvements and obstructions which may be encountered; methods of providing ingress-egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

4. PAYMENT:

Payment and retainage (five percent, 5%) shall be per the General Conditions.

Payment will be made for material installed, not for material delivery, for all Proposal Bid Items except those specifically listed below, which will be the only Proposal Bid Items to be paid upon material delivery for this project:

Miscellaneous Bid Items: 2

Water Bid Items: 1 – 17

Wastewater Bid Items: 1 – 3 and 5

Retainage will apply the same to all bid items and invoices regardless of whether an invoice is for bid items paid upon material delivery or not.

Any and all payments for bid items that are paid upon material delivery are paid with the expectation that the material will be installed per the construction drawings and specifications, and that the material delivered will be protected and kept in good condition by the Contractor until it is installed. Material that is not property stored or protected and becomes weathered or damaged before installation must be replaced with new material meeting the standards and requirements of the construction drawings and specifications before it can be installed, and this will be done by the Contactor at no additional cost to the City of Midland.

5. SAFETY REQUIREMENTS:

It is the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work.

6. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

The following procedure will be followed regarding the subject item on this contract:

1) A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

   "**WARNING – UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES"**

2) Equipment that may be operated within ten feet of high voltage lines shall have an insulation cage-type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

3) When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company of who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

4) The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

5) No person shall work within six feet of a high voltage line without protection having been taken as outlined in Paragraph (3).

7. TRAFFIC CONTROL:

All proposed traffic control shall be approved by the City where applicable. All traffic control plans must be submitted to and approved by the Construction Manager no less than two (2) business days prior to starting the construction work. Traffic control for each phase of work must be approved prior to starting that work.

Generic traffic control plans or typical details may be submitted for shoulder work on any class of roadway, or for work on local or collector streets that does not require the closure of any travel lanes (i.e., all lanes are open to traffic on striped roadways, or adequate width remains available for two-way traffic on unstriped roadways). Once a generic traffic control plan or typical detail for a certain type of setup has been approved one time, the Contractor shall only be responsible for notifying the Construction Manager of the location, type of setup, and dates on which they intend to utilize the pre-approved traffic control for the duration of the contract. No additional plan submittals will be required in these cases, except that the City reserves the right to suspend this exception at its discretion. For any work not fitting the above exception, or in the event that the exception is suspended by the City, a site-specific traffic control plan will be required for each work location and time period.

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be "complex", shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified "barricade company").
4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Construction Manager, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.

6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.
    b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.
7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.
    c. Maintenance shall include:
        i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
        ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
        iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.
8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

At other times as shown on the approved TCP, or as otherwise directed by the City.

8. DETOURS:

The Contractor is to prosecute his work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

9. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc. Contractor must notify affected properties no less than two (2) business days prior to any planned access interruptions.

Contractor must coordinate with the City of Midland regarding any planned access interruptions for public Right-of-Way, or to restore any public infrastructure damaged during construction activities.

10. PROPERTY AND RIGHT-OF-WAY SERVICE:

Service to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. Such services include water, wastewater, fiber, cable, electric, and gas. Contractor must notify affected properties no less than two (2) business days prior to any planned service interruption.

Contractor must coordinate with the City of Midland regarding any planned service interruptions for public water or wastewater, or to restore any public infrastructure damaged during construction activities.

Contractor must coordinate with private service providers for any necessary service interruptions to their infrastructure or to restore service to their infrastructure in the event that a private service is disrupted, damaged, etc. during construction.

11. CONSTRUCTION SCHEDULE:

It is the responsibility of the Contractor to furnish the Construction Engineer, prior to construction, with a schedule outlining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean-up.

12. CONSTRUCTION STAKING:

It is the responsibility of the Contractor to provide the project construction staking at fifty foot (50') intervals along the entire length of the project as well as at such control points as the Contractor deems necessary for proper execution of the work. Construction staking is to include grading and cuts as well as horizontal alignments and construction control points. Cut sheets are to be provided to the Engineer by the Contractor for review and approval.

13. SURVEY:

The Contractor is to provide GPS survey shots for all meters replaced to the City of Midland with each completed work order submittal. Survey data is to be shot in Texas Central Zone with 1983 NAD at 1.0' accuracy or better. Survey data is to be provided in Excel csv. file format with all rounding functions turned off.

14. CONSTRUCTION MATERIALS:

The Contractor is to only provide new materials for permanent installation in any and all parts of this project, and all such materials must comply with the General Conditions, the Bid Packet Specifications, and all applicable City of Midland Standards and Specifications.

For this project, the Standard Specification is hereby amended to read:

> Qualifications of Material Sources – Contractor is only to use pavement mixtures that have a proven record of acceptance by the City of Midland, or another Texas municipality, or have a proven record of meeting similar standards for state highway projects.

Concrete is only to be placed when the ambient temperature is between 40 degrees and 95 degrees Fahrenheit and the ambient temperature in the shade is higher than 40 degrees Fahrenheit or is 40 degrees Fahrenheit and rising.

All concrete pavement joints are to be sealed with Texas Department of Transportation (TxDOT) DMS-6310 SL-2 sealant, an American Society for Testing and Materials (ASTM) D 1190 Hot-Applied Single Component Joint Sealant, or a City of Midland approved equal. This will not apply to curb or sidewalk joints.

No construction materials are to be placed or installed during rain events unless they are necessary to resolve an emergency situation or to facilitate the project site erosion control measures.

15. EROSION CONTROL:

Erosion control is the responsibility of the Contractor and erosion control measures are to be implemented so as to prevent sediment erosion from wind, rain, and other elements from the project site. Should the Owner feel that supplementary erosion control measures are required in addition to those implemented by the Contractor then the Contractor will include additional erosion control measures within reason to the Owner's satisfaction and/or TCEQ requirements.

Reasonable erosion control measures include but are not limited to: construction entrance(s), concrete washout(s), perimeter silt fence or fiber wattle, rock rip-rap dams for concentrated runoff control, gutter and inlet protection measures such as sand bags, and stabilization of the construction area surfaces when construction work is not actively occurring by means of vegetative cover or seeded erosion control blankets.

Supplemental erosion control measures are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Site cleanup work is to be done for this project as soon as possible as per the General Conditions and will be ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes. Site cleanup is to take place throughout the project's construction as needed to maintain a clean and professional looking work area. No more than three calendar days are to elapse after completion of construction before the final roadway and right-of-way cleanup has been completed to the satisfaction of the Engineer.

16. WASTE MATERIAL:

Excess material from excavation and other construction or demolition activity will become the property of the Contractor. Excess excavation will be disposed of at locations secured by the Contractor and if necessary, approved by the Engineer. No material is to be placed on private property or City property without the approval of the Engineer and the property owner. Removal of excess material, excavation, and waste material are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Excess concrete material must be washed out in a concrete washout within the project's job site area, or else any and all other concrete material washout must occur away from the job site area in the Contractor's or concrete Supplier's own operation yards or properties. Under no circumstances are concrete trucks allowed to washout in any job site excavations, channels, public right-of-way, or on private property.

Existing fire hydrants and existing water meters indicated for removal as part of the project are to be returned to the City of Midland by the Contractor and remain City property. These are ancillary to the project and will not be paid as separate items.

17. TESTING:

It is the Contractor's responsibility to perform all required testing for any and all materials and workmanship performed or installed as part of the project's work. The cost of all such testing is to be borne solely by the Contractor unless required by the Engineer for work or materials that had previously been tested and approved and had not experienced any change in condition since that time as a result of the Contractor's work or actions; or unless additional testing outside of the project scope is performed at the request of the Engineer.

Required testing includes:

Concrete Pavement For Trench Repair – A Slump Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 50 cubic yards (roughly equal to an 8' wide by 340' long by 6" thick pavement section). The slump test is to be performed once for every cylinder set (3 cylinders), and no less than 1 cylinder set per day when concrete is placed. Test results are to be given to the engineer upon completion of each test. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement For Trench Repair – A Nuclear Gauge Density Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 620 square yards (roughly equal to an 8' wide by 700' long pavement section). The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density limit will be a minimum limit of 93%, a maximum limit of 98%, and an optimum limit of 95%. Test results are to be given to the Engineer upon completion of each test.

Water Pipes & Fittings – Perform Pressure Testing and Bacterial Testing (Bac T)/Chlorination testing for all water mains and fire hydrants.

- Pressure Test – Perform test as described in the City of Midland Water Line Specifications, PART 10, Hydrostatic Tests, with the sole difference being that a continuous pressure of 180 pounds per square inch (psi) must be maintained over a continuous period of not less than four (4) hours rather than eight (8) hours. The acceptable field pressure limit will be a minimum 180 psi and a maximum 185 psi. A 2-3 psi drop in the measured pipe pressure during the first two (2) hour period will be acceptable to account for the compression of air within the pipe so long as the minimum and maximum allowed field pressure limits are not exceeded. There can be no variation in the measured pipe pressure during the last two (2) hours of the pressure test.

- Bac T/Chlorination Testing – Perform disinfection and test as described in the City of Midland Water Line Specifications, Part 9, Disinfection Of Pipe Lines.

Wastewater Gravity Pipes/Manholes – Perform air testing, mandrel testing, hydrostatic testing, and closed circuit televising (CCTV) for all wastewater mains and manholes.

- Air Test – Perform test as described in the City of Midland Gravity Flow Pipe Sewers And Fittings For Wastewater And Storm Water, Part 3.14, Testing Gravity Mains And Manholes.

- Mandrel Test – A successful mandrel pull is required for all wastewater pipes installed.

- Hydrostatic Testing – Perform test as described in the City of Midland Gravity Flow Pipe Sewers And Fittings For Wastewater And Stormwater Specifications, Part 3.14, Hydrostatic Testing.

- Closed Circuit Televising (CCTV) – Provide CCTV video of the wastewater mains for the full length of the wastewater system installed, including through all wastewater structures. CCTV video is not required for wastewater laterals unless directed by the Engineer.

18. COMPLIANCE:

The said Contractor further agrees to comply with all applicable provisions of the laws and building and construction codes of the City of Midland and the State of Texas, and with any regulations for the protection of workers which may be promulgated by the Government, and will protect such work with all necessary lights, barriers, safeguards, and warnings as provided for in said specifications and the Ordinance regulations.

19. PERSONNEL:

It is the Contractor's responsibility to have a supervising representative of the Contractor on the construction site any time that construction work is taking place. The Contractor's representative must be on the Contractor's direct payroll. Sub-contractors or paid consultants will not satisfy this requirement.

It is also the Contractor's responsibility to provide the City with a reliable contact for issue escalation coordination. Such contacts would include the Contractor's site foreman, the Contractor's construction project manager, etc.

20. INTENT OF THE PROPOSAL:

The intent of the proposal is to determine the lowest responsible bidder based on the total of the quantities and unit prices. Once the lowest responsible bidder is selected, the project will be awarded based on the terms and requirements of the contract outlined in the bid packet and construction drawings.

21. CONTRACT DEADLINE:

The deadline for substantial completion of this project is _270_ calendar days total starting from the Notice to Proceed date.

Extensions of the project deadline may be requested by the Contractor for documented excepting conditions such as weather days, delays due to conflicts with existing franchise lines, etc. which are reasonably beyond the Contractor's control. Any and all deadline extensions must be submitted by the Contractor in writing to Engineer for review, and the approval or denial of the request rests solely with the Engineer.

Unless specifically granted in writing by the Engineer, there will be no suspension of project time between phases of construction.

22. WARRANTY PERIOD:

There is a one (1) year calendar warranty period on this project for all work performed or materials installed effective immediately upon acceptance of the improvements by the Owner. The warranty period will be based on the acceptance date of the project as a whole, and not any individual phases of the project.

23. BID PACKET COMPLETION ITEMS OF NOTE:

Bidders must be willing to sign the Contract as is if a bid is submitted. Revisions, alterations, deletions, additions, or any other changes of any kind by the bidder to the bid packet or other bid documents (such as the construction drawing set, addendums, etc.) will result in the bid submittal being deemed 'Non-Responsive' and the bid will not be accepted.

Bidders are reminded to make sure that the Conflict of Interest forms are completed if applicable before submitting a bid.

All bid items in the Proposal section must be completed for a bid submittal to be considered complete. Any bid item left blank, only partially completed, or that the bidder indicates they chose to not provide a bid for will be considered incomplete, and the entire bid submittal will also be deemed incomplete, the bid submittal will be deemed 'Non-Responsive', and the bid will not be accepted. Bidders bear sole responsibility for making sure that the Proposal is complete and in accordance with the instructions provided to bidders in the bid packet.

All acknowledgement forms for all addendums that are issued during the bid process for this project must be filled out and be included with any bid submittal for that bid submittal to be considered complete. Any bid submittal lacking these completed addendum acknowledgement forms will be deemed 'Non-Responsive' and the bid will not be accepted. Bidders bear sole responsibility for making sure that they have obtained all addendums issued prior to submitting their bid.

Bidders must provide documentation as part of the bid packet submittal proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license and also equivalent to or a higher class than either a Wastewater D license or a Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project. Any bid submittal that does not include this required documentation for both licenses will be rejected as a non-responsive bid. If a Contractor allows either or both of the required licenses to lapse at any time during the course of the project then all work under this project will be halted and the City of Midland will have sole discretion to either allow the Contractor to renew both of their active licenses before resuming work or to end the project immediately.

PROPOSAL

TO: Honorable Mayor and City Council
City of Midland
Midland, Texas

Gentlemen: The undersigned bidder, having examined the drawings, specifications and contract documents, the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment, and to perform all labor and work necessary for the completion of the construction of the work described by and in accordance with the attached drawings, specifications, and contract, for the following prices, to wit:

Project Name: Main Street Utility Bond Project

Project Number: BPU20-03

Base Bid: Miscellaneous Items

Item No.	Quantity	Description	Unit Price	Total Amount
1)	9 MO	Mobilization, furnished, installed, complete and in place, for the sum of: FIFTEEN HUNDRED dollars and NO cents per month. (Pay Note M1)	$ 1,500.00	$ 13,500.00
2)	120 LF	16" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place, for the sum of: ONE HUNDRED NINETY dollars and NO cents per linear foot. (Pay Note M2)	$ 190.00	$ 22,800.00
3)	9 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: SIX HUNDRED FIFTY dollars and NO cents per month. (Pay Note M3)	$ 650.00	$ 5,850.00
4)	9 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: FORTY THREE HUNDRED dollars and NO cents per month. (Pay Note M4)	$ 4,300.00	$ 38,700.00

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
5)	9 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: FOUR HUNDRED dollars and NO cents per month. (Pay Note M5)	$ 400.00	$ 3,600.00
6)	75 SY	Seeding & Stabilization, furnished, installed, complete and in place, for the sum of: TWENTY FIVE dollars and NO cents per square yard. (Pay Note M6)	$ 25.00	$ 1,875.00
7)	1 LS	Spray Watering, furnished, installed, complete and in place, for the sum of: FIFTEEN HUNDRED dollars and NO cents per lump sum. (Pay Note M7)	$ 1,500.00	$ 1,500.00
8)	N/A	Material Mark-up, complete and in place, for the sum of: FIFTEEN percent. (Pay Note M8)	% 15	$ N/A
9)	N/A	Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: FIFTEEN percent. (Pay Note M9)	% 15	$ N/A
10)	N/A	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: FIFTEEN percent. (Pay Note M10)	% 15	$ N/A
Total Miscellaneous Items 1-10		$ 87,825.00		

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	8,400 LF	Removal & Disposal of Existing Water Main, complete and in place, for the sum of: FIFTEEN dollars and NO cents per linear foot. (Pay Note D1)	$ 15.00	$ 126,000.00
2)	40 LF	Removal & Disposal of Existing Wastewater Main, complete and in place, for the sum of: FIFTEEN dollars and NO cents per linear foot. (Pay Note D1)	$ 15.00	$ 600.00
3)	60 CY	Flowable Fill for Existing Pipes Abandoned In Place, furnished, installed, complete and in place, for the sum of: ONE HUNDRED SIXTY dollars and NO cents per cubic yard. (Pay Note D2)	$ 160.00	$ 9,600.00
4)	9 EA	Removal & Disposal of Existing Fire Hydrant Assembly, complete and in place, for the sum of: NINE HUNDRED dollars and NO cents per each. (Pay Note D3)	$ 900.00	$ 8,100.00
5)	4 EA	Removal & Disposal of Existing 48" Manhole, (0'-5' Deep), complete and in place, for the sum of: SIXTEEN HUNDRED dollars and NO cents per each. (Pay Note D4)	$ 1,600.00	$ 6,400.00
6)	1 VF	Remove & Disposal of Existing 48" Manhole Additional Depth, (> 5' Deep), complete and in place, for the sum of: THREE HUNDRED FIFTY dollars and NO cents per vertical foot. (Pay Note D5)	$ 350.00	$ 350.00
7)	8,100 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: SIX dollars and NO cents per square yard. (Pay Note D6)	$ 6.00	$ 48,600.00

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	90 LF	Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place, for the sum of: TEN dollars and NO cents per linear foot. (Pay Note D7)	$ 10.00	$ 900.00
9)	35 SY	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place, for the sum of: TEN dollars and NO cents per square yard. (Pay Note D8)	$ 10.00	$ 350.00
10)	75 SY	Removal & Disposal of Existing Miscellaneous Concrete, complete and in place, for the sum of: TEN dollars and NO cents per square yard. (Pay Note D9)	$ 10.00	$ 750.00
Total Demolition Items 1-10			$ 201,650.00	

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	280 LF	20" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: TWO HUNDRED FORTY FIVE dollars and NO cents per linear foot. (Pay Note W1)	$ 245.00	$ 68,600.00
2)	60 LF	16" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: TWO HUNDRED THIRTY TWO dollars and NO cents per linear foot. (Pay Note W1)	$ 232.00	$ 13,920.00
3)	200 LF	12" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: ONE HUNDRED NINETY dollars and NO cents per linear foot. (Pay Note W1)	$ 190.00	$ 38,000.00
4)	9,300 LF	8" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: ONE HUNDRED THREE dollars and NO cents per linear foot. (Pay Note W1)	$ 103.00	$ 957,900.00
5)	340 LF	6" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: EIGHTY ONE dollars and NO cents per linear foot. (Pay Note W1)	$ 81.00	$ 27,540.00
6)	5 EA	20" Gate Valve & Vault (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: THIRTY ONE THOUSAND FIVE HUNDRED dollars and NO cents per each. (Pay Note W2)	$ 31,500.00	$ 157,500.00

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	42 EA	8" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: TWENTY SEVEN HUNDRED dollars and NO cents per each. (Pay Note W3)	$ 2,700.00	$ 113,400.00
8)	15 EA	6" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: NINETEEN HUNDRED dollars and NO cents per each. (Pay Note W3)	$ 1,900.00	$ 28,500.00
9)	1 EA	8" Air Relief Valve & Vault (Water Main), furnished, installed, complete and in place, for the sum of: EIGHTEEN THOUSAND SEVEN HUNDRED dollars and NO cents per each. (Pay Note W4)	$ 18,700.00	$ 18,700.00
10)	11 EA	Fire Hydrant Assembly, (≤ 5' Water Main Bury Depth), furnished, installed, complete and in place, for the sum of: FIFTY EIGHT HUNDRED THIRTY dollars and NO cents per each. (Pay Note W5)	$ 5,830.00	$ 64,130.00
11)	11 VF	Fire Hydrant Riser, (> 5' Water Main Bury Depth), furnished, installed, complete and in place, for the sum of: TWELVE HUNDRED NINETY dollars and NO cents per vertical foot. (Pay Note W6)	$ 1,290.00	$ 14,190.00

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
12)	8.0 TON	Ductile Iron Fittings, furnished, installed, complete and in place, for the sum of: EIGHTEEN THOUSAND EIGHT HUNDRED dollars and NO cents per ton. (Pay Note W7)	$ 18,800.00	$ 150,400.00
13)	5 EA	Dresser Coupling, furnished, installed, complete and in place, for the sum of: TWELVE HUNDRED dollars and NO cents per each. (Pay Note W8)	$ 1,200.00	$ 6,000.00
14)	1 EA	12"x1" Tapping Saddle for water service connection, furnished, installed, complete and in place, for the sum of: THREE HUNDRED FIFTY dollars and NO cents per each. (Pay Note W9)	$ 350.00	$ 350.00
15)	125 EA	8"x1" Tapping Saddle for water service connection, furnished, installed, complete and in place, for the sum of: THREE HUNDRED TEN dollars and NO cents per each. (Pay Note W9)	$ 310.00	$ 38,750.00
16)	126 EA	1" Water Service Connection, furnished, installed, complete and in place, for the sum of: ELEVEN HUNDRED SIXTY dollars and NO cents per each. (Pay Note W10)	$ 1,160.00	$ 146,160.00

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
17)	3,260 LF	1" Water Service Lateral, furnished, installed, complete and in place, for the sum of: EIGHT dollars and NO cents per linear foot. (Pay Note W11)	$ 8.00	$ 26,080.00
18)	117 EA	Water Meter Installation (New Service Lateral), furnished, installed, complete and in place, for the sum of: ONE HUNDRED EIGHTY dollars and NO cents per each. (Pay Note W12)	$ 180.00	$ 21,060.00
19)	14,420 LF	Open Trenching of Water Main, furnished, installed, complete and in place, for the sum of: ELEVEN dollars and NO cents per linear foot. (Pay Note W13)	$ 11.00	$ 158,620.00
Total Water Items 1-19		$ 2,049,800.00		

Base Bid: Wastewater Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	1,020 LF	8" SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: ONE HUNDRED FIVE dollars and NO cents per linear foot. (Pay Note WW1)	$ 105.00	$ 107,100.00
2)	4 EA	48" Fiberglass Manhole & Cover, (0'-5' Deep), furnished, installed, complete and in place, for the sum of: FIFTY FOUR HUNDRED FIFTY dollars and NO cents per each. (Pay Note WW2)	$ 5,450.00	$ 21,800.00
3)	1 VF	48" Fiberglass Manhole Additional Bury Depth, (> 5' Deep), furnished, installed, complete and in place, for the sum of: SEVEN HUNDRED FIFTEEN dollars and NO cents per vertical foot. (Pay Note WW3)	$ 715.00	$ 715.00
4)	1 EA	Connection to Existing Wastewater Main, furnished, installed, complete and in place, for the sum of: SIXTEEN HUNDRED dollars and NO cents per each. (Pay Note WW4)	$ 1,600.00	$ 1,600.00
5)	6 EA	8" Wastewater Main Plug, furnished, installed, complete and in place, for the sum of: TWO HUNDRED EIGHTY dollars and NO cents per each. (Pay Note WW5)	$ 280.00	$ 1,680.00
6)	2,020 LF	Open Trenching of Wastewater Main, furnished, installed, complete and in place, for the sum of: ELEVEN dollars and NO cents per linear foot. (Pay Note WW6)	$ 11.00	$ 22,220.00
Total Sewer Items 1-6		$ 155,115.00		

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	5 SY	6" Concrete Pavement Repair, furnished, installed, complete and in place, for the sum of: TWO HUNDRED EIGHTY dollars and NO cents per square yard. (Pay Note P1)	$ 280.00	$ 1,400.00
2)	140 SY	6" Concrete Rip-Rap, 25' Wide (Channel), furnished, installed, complete and in place, for the sum of: ONE HUNDRED FIFTEEN dollars and NO cents per square yard. (Pay Note P2)	$ 115.00	$ 16,100.00
3)	430 LF	Concrete Curb & Gutter Repair, furnished, installed, complete and in place, for the sum of: FORTY dollars and NO cents per linear foot. (Pay Note P3)	$ 40.00	$ 17,200.00
4)	35 SY	4" Concrete Sidewalk Repair, furnished, installed, complete and in place, for the sum of: ONE HUNDRED TEN dollars and NO cents per square yard. (Pay Note P4)	$ 110.00	$ 3,850.00
5)	8,100 SY	2" Type D HMAC Asphalt Pavement Repair (PG70-22), furnished, installed, complete and in place, for the sum of: FIFTY SEVEN dollars and NO cents per square yard. (Pay Note P5)	$ 57.00	$ 461,700.00
6)	1,620 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: EIGHT dollars and NO cents per gallon. (Pay Note P6)	$ 8.00	$ 12,960.00
7)	8,200 SY	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place, for the sum of: SIXTY FIVE dollars and NO cents per square yard. (Pay Note P7)	$ 65.00	$ 533,000.00

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	840 SY	6" Base Rock Pavement Repair (Flexible Base), furnished, installed, complete and in place, for the sum of: SIXTEEN dollars and NO cents per square yard. (Pay Note P8)	$ 16.00	$ 13,440.00
Total Paving Items 1-8		$ 1,059,650.00		

Bid Price For:	
1. Miscellaneous Items	$ 87,825.00
2. Demolition Items	$ 201,650.00
3. Water Items	$ 2,049,800.00
4. Wastewater Items	$ 155,115.00
6. Paving Items	$ 1,059,650.00
Total Price	$ 3,554,040.00

In addition to providing the individual prices for the items above, Contract shall write the total bid amount in the sum of

THREE MILLION FIVE HUNDRED FIFTY FOUR THOUSAND FORTY dollars

and NO cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidder agrees to substantially complete all work within 270 calendar days after receipt of notice to proceed.

PUBLIC INFORMATION

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

Enclosed herewith in this proposal is a cashier's check, cash or bid bond on a form approved by the City Attorney, for

5% GAB dollars

and 5% GAB cents total. ($ 5% GAB)

which it is agreed shall be collected and retained by the owner as liquidated damages in the event this proposal is accepted by the Owner within thirty days (30) after the date advertised for the reception of bids and the undersigned fails to execute the contract and required bonds with the owner, under the conditions thereof, within (15) days after the date said proposal is accepted; otherwise said check or bond shall be returned to the undersigned on demand.

TEC EXCAVATION, INC.

Name of Contractor

Twyla Clutter | Twyla Clutter Pres.

Submitted By | Print Name and Title

P.O. BOX 80455

Mailing Address

MIDLAND | TX | 79708

City | State | Zip

PAY NOTES

MAIN STREET UTILITY BOND PROJECT

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	16" Steel Pipe Casing (1/4" Wall Thickness)	M2
3	Erosion/Sediment Control	M3
4	Traffic Control	M4
5	Job Site Safety	M5
6	Seeding & Stabilization	M6
7	Spray Watering	M7
8	Material Mark-up	M8
9	Labor Mark-up (Regular Work Hours)	M9
10	Equipment Rental Mark-up (Non-Standard Equipment Only)	M10
Demolition Items		
1	Removal & Disposal of Existing Water Main	D1
2	Removal & Disposal of Existing Wastewater Main	D1
3	Flowable Fill for Existing Pipes Abandoned In Place	D2
4	Removal & Disposal of Existing Fire Hydrant Assembly	D3
5	Removal & Disposal of Existing 48" Manhole (0'-5' Deep)	D4
6	Removal & Disposal of Existing 48" Manhole Additional Depth (> 5' Deep)	D5
7	Removal & Disposal of Existing Unclassified Pavement	D6
8	Removal & Disposal of Existing Concrete Curb & Gutter	D7
9	Removal & Disposal of Existing Concrete Sidewalk & Ramps	D8
10	Removal & Disposal of Existing Miscellaneous Concrete	D9
Water Items		
1	20" AWWA C-900 DR18, PVC, Water Main	W1
2	16" AWWA C-900 DR18, PVC, Water Main	W1
3	12" AWWA C-900 DR18, PVC, Water Main	W1
4	8" AWWA C-900 DR18, PVC, Water Main	W1
5	6" AWWA C-900 DR18, PVC, Water Main	W1
6	20" Gate Valve & Vault (MJxMJ/FL)	W2
7	8" Gate Valve & Box (MJxMJ/FL)	W3
8	6" Gate Valve & Box (MJxMJ/FL)	W3
9	8" Air Relief Valve & Vault (Water Main)	W4
10	Fire Hydrant Assembly (≤ 5' Water Main Bury Depth)	W5
11	Fire Hydrant Riser (> 5' Water Main Bury Depth)	W6
12	Ductile Iron Fittings	W7
13	Dresser Coupling	W8
14	12"x1" Tapping Saddle	W9
15	8"x1" Tapping Saddle	W9
16	1" Water Service Connection	W10
17	1" Water Service Lateral	W11
18	Water Meter Installation (New Service Lateral)	W12
19	Open Trenching of Water Main	W13

Wastewater Items

1	8" SDR 26 ASTM D2241, PVC, Wastewater Main	WW1
2	48" Fiberglass Manhole & Cover (0'-5' Deep)	WW2
3	48" Fiberglass Manhole Additional Bury Depth (> 5' Deep)	WW3
4	Connect to Existing Wastewater Main	WW4
5	8" Wastewater Main Plug	WW5
6	Open Trenching of Wastewater Main	WW6

Paving Items

1	6" Concrete Pavement Repair	P1
2	6" Concrete Rip-Rap, 25' Wide (Channel)	P2
3	Concrete Curb & Gutter Repair	P3
4	4" Concrete Sidewalk Repair	P4
5	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	P5
6	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P6
7	Flowable Fill / 2-Sack Backfill	P7
8	6" Base Rock Pavement Repair (Flexible Base)	P8

PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for all Mobilization to the job site complete and in place. Measurement and payment to be made per month.

M2 Includes the necessary equipment, labor, materials, and incidentals for the installation of Pipe Casing per the construction drawings and City of Midland standards and specifications, including all spacers, grout, embedment, detector wire, tracer tape, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per month.

M5 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per month.

M6 Includes the necessary equipment, labor, materials, and incidentals for Seeding & Stabilization per the construction drawings and City of Midland standards and specifications, including all removal, storage, and replacement of existing topsoil as well as all seeding and appurtenances. Watering is addressed in a separate pay note. Measurement and payment to be made per square yard measured along the ground surface.

M7 Includes the necessary equipment, labor, materials, and incidentals for Spray Watering per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per lump sum.

M8 Includes the Material Mark-up for materials and material sizes (pipe, valve, manhole, etc.) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the material in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the material cost from the supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any material. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M9 Includes the Labor Mark-up (Regular Work Hours) for labor required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of labor in question plus the set percent increase established by this bid item. The Contractor must provide a typical hourly pay rate for work crews prior to the percent increase along with the number of workers on the crew and the number of hours worked by the crew for the project in question to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any labor. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M10 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the equipment rental in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the rented equipment from the equipment supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any rented equipment. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

D1 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Utility Mains per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all pipes, fittings, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, manholes, fittings, junctions, structures, and appurtenances.

D2 Includes the necessary equipment, labor, materials, and incidentals for the placement of Flowable Fill for Existing Pipes Abandoned In Place (Portland Cement 2-Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all plugging or caping the pipe to be abandoned, and appurtenances. Measurement and payment to be made per cubic yard volume of flowable fill placed in pipe abandoned in place.

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Fire Hydrant Assembly per the construction drawings and City of Midland standards and specifications. Fire hydrant assemblies are to be returned to the City Utility Maintenance Department unless otherwise directed by the Engineer of Record or their representative. This includes removal and disposal of all structures, fittings, pipes, and appurtenances. Measurement and payment to be per each fire hydrant assembly removed.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Manholes to a depth of 5' per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all drop structures, other structures, base, and appurtenances. Measurement and payment to be made per each manhole removed.

D5 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Manholes at depths exceeding 5' per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all drop structures, other structures, and appurtenances. Measurement and payment to be per vertical foot of existing manhole removed below a depth of 5' measured from the lowest invert at the manhole flowline and rounded up to the nearest 0.5'.

D6 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Pavement per the construction drawings and City of Midland standards and specifications including all saw-cutting and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Saw-cut pavement edges are to be full pavement depth, cleanly cut, and clearly defined edges free of breaks. Measurement and payment to be made per square yard of unclassified pavement removed.

D7 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot.

D8 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Sidewalk & Ramps per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard.

D9 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Miscellaneous Concrete per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard.

W1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Mains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

W2 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Gate Valve & Vault per the construction drawings and City of Midland standards and specifications, including all embedment, vault, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and vault installed. Includes valves associated with tapping sleeves.

W3 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Gate Valve & Box per the construction drawings and City of Midland standards and specifications, including all embedment, valve box, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and box installed. Includes valves associated with tapping sleeves.

W4 Includes the necessary equipment, labor, materials, and incidentals for the installation of an Air Relief Valve & Vault (Water Force Main) per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, joint restraint, thrust blocking, backfill, concrete collar, and appurtenances. Measurement and payment to be made per each valve installed.

W5 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Assembly to a depth of 5' per the construction drawings and City of Midland standards and specifications, including all risers, embedment, gravel sump, thrust blocking, necessary testing, and appurtenances. Measurement and payment to be made per each fire hydrant assembly installed.

W6 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Riser (> 5' Water Main Bury Depth) per the construction drawings and City of Midland standards and specifications, including all embedment and appurtenances. Measurement and payment to be made per vertical foot of riser below a water main bury depth of 5' measured from the water main invert and rounded up to the nearest 0.5'.

W7 Includes the necessary equipment, labor, materials, and incidentals for the installation of Ductile Iron Fittings per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, joint restraints, and appurtenances. All fittings are to be C153 ductile iron compact fittings. Fitting weights are established from Tyler Union Quality Waterworks Products Catalog PC-U2014, December, 2014 and payment will be made at the standard compact weight. Nuts, bolds, glands, and other associated accessories are not included as part of the fitting weight and are considered subsidiary to the weight of the fitting. Any additional required fittings not shown on the drawings will be paid for at weights established in the Tyler Union Waterworks Catalog.

W8 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Dresser Coupling per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, and appurtenances. Measurement and payment to be made per each dresser coupling installed.

W9 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Tapping Saddle for a water service connection per the construction drawings and City of Midland standards and specifications, including all embedment, thrust blocking, and appurtenances. Measurement and payment to be per each tapping saddle installed.

W10 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Water Service Connection per the construction drawings and City of Midland standards and specifications, including all brass goods from the corporation stop to the brass angle valve (inclusive), as well as the installation of a new meter box and all appurtenances. Measurement and payment to be made per each water service connection installed.

W11 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Service Lateral pipe per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, backfill, polyethylene service line or other pipe, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, and appurtenances.

W12 Includes the necessary equipment, labor, materials, and incidentals for a new Water Meter Installation as part of a new water service lateral installation per the construction drawings and City of MIdland standards and specifications, including all appurtenances. The new water meter will be provided by the City of Midland. Measurement and payment to be per each water meter set.

W13 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Water Main per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

WW1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Wastewater Mains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures and appurtenances.

WW2 Includes the necessary equipment, labor, materials, and incidentals for the installation of Fiberglass Manhole & Cover to a depth of 5' per the construction drawings and City of Midland standards and specifications, to the depth shown on the construction drawings and including all embedment, base, necessary testing, concrete collars, and appurtenances. Measurement and payment to be made per each manhole installed.

WW3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Fiberglass Manhole Additional Bury Depth (> 5' pipe invert bury depth) per the construction drawings and City of Midland standards and specifications, including all embedment and appurtenances. Measurement and payment to be made per vertical foot measured from the lowest flowlline invert at the manhole to 5' below the rim elevation.

WW4 Includes the necessary equipment, labor, materials, and incidentals to Connect to Existing Wastewater Main per the construction drawings and City of Midland standards and specifications, including all grouting, sealing, repairs, and appurtenances. Measurement and payment to be made per each connection made.

WW5 Includes the necessary equipment, labor, materials, and incidentals for a Wastewater Main Plug per the construction drawings and City of Midland standards and specifications, including all fittings and appurtenances. Measurement and payment to be made per each plug installed.

WW6 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Wastewater Main per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

P1 Includes the necessary equipment, labor, materials, and incidentals for Concrete Pavement Repair per construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber or rebar reinforcement, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P2 Includes the necessary equipment, labor, materials, and incidentals for Concrete Rip-Rap per construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber or rebar reinforcement, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P3 Includes the necessary equipment, labor, materials, and incidentals for Concrete Curb & Gutter Repair per the construction drawings and City of Midland standards and specifications including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P4 Includes the necessary equipment, labor, materials, and incidentals for Concrete Sidewalk Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Measurement and payment to be made per square yard.

P5 Includes the necessary equipment, labor, materials, and incidentals for the installation of Type "D" HMAC Asphalt Pavement Repair (110 LBS / SY at 1" thick, PG 70-22) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P6 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P7 Includes the necessary equipment, labor, materials, and incidentals for installation of Flowable Fill / 2-Sack Backfill (Portland Cement 2 Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P8 Includes the necessary equipment, labor, materials, and incidentals for Base Rock Pavement Repair including the installation of base rock backfill (City base) per the construction drawings and City of Midland standards and specifications including all pavement and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written contract for the construction of Main Street Utility Bond Project.

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

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

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

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

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

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised April 2023

Bid Bond

Surety Department

KNOW ALL MEN BY THESE PRESENTS,

That we, **TEC Excavation, 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

MAIN STREET UTILITY BOND PROJECT
PROJECT NO. BPU20-03

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 **3rd** day of **May**, A.D. 20**23**.

Attest:

By: _____

TEC Excavation, Inc.
(Principal)

By _____ (SEAL)

Witness: _____

Merchants Bonding Company (Mutual)

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

Form S-3266-4 Printed in U.S.A. 12-70

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; 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 adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"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 8th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. -o- INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 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 8th day of December 2022 , 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
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., 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 3rd day of May , 2023 .

MERCHANTS NATIONAL BONDING, INC. -o- INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- INCORPORATED -o- 1933

William Warner Jr.
Secretary

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 24th day of May, 20 23, by and between the City of Midland of the County of Midland and State of Texas, acting through its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and TEC Excavation, Inc. of the City Midland, County of Midland, State of Texas, Party of the Second Part, herein-after termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the first Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows: Main Street Utility Bond Project _____ together with appurtenances and incidentals.

Conditions of the Contract and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to the Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore as prepared by Engineering and Transportation Department of the City of Midland, Texas, herein entitled the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Contract, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The CONTRACTOR hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 270 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General and Special Conditions of the Contract.

The SUM TOTAL of this Contract shall be: $3,554,040.00.

INSURANCE

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

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

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

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

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

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

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

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

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012. The Contractor shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Contractor.

WAIVER OF ATTORNEY FEES

WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES

CODE SECTION 37.001, ET. SEQ., AS AMEDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

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

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

SOVEREIGN IMMUNITY

By executing this Contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

GOVERNING LAW AND VENUE

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

COMPLIANCE – Contractor agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Contractor agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

VERIFICATION

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

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

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

RECORDS RETENTION AND PRODUCTION OF INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor shall (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the City of Midland for the duration of the contract, (2) promptly provide to the City of Midland any contracting information related to the Contract that is in the custody or possession of Contractor on request of the City of Midland, and (3) on completion of the Contract, either (i) provide at no cost to the City of Midland all contracting information related to the Contract that is in the custody or possession of Contractor, or (ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the City of Midland.

PUBLIC INFORMATION

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

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Parties of the First Part (Owner)

By: _____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

By: _____
John Ohnemiller, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this _____ day of _____, 20__ personally appeared _____, an officer of TEC Excavation, Inc., known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as an act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_____

_____
Notary Public

Form Revised May 2023

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____ , 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of ___Main Street Utility Bond Project_____ , 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 Main Street Utility Bond Project, 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 April 2023

CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

_____ Main Street Utility Bond Project_____

The undersigned states that all debts, bills, and expenses that were incurred by the undersigned, his agents, or subcontractors employed by him, for labor, wages, materials and other purposes furnished for the above project have been paid and satisfied in full.

The undersigned, as general contractor for the above described project agrees to indemnify, hold harmless and defend the City, its officers, agents, and employees, from and against all claims and suits for damages, expenses, including court costs and attorney fees, arising out of or resulting from the undersigned contractor, his agents or subcontractors employed by him for expenses, warranties for items furnished, or labor performed and for any party that has supplied materials in connection with the repair or construction of the above referenced premises.

The undersigned contractor agrees to waive any and all claims it may have against the City, associated with, resulting from or arising out of the work performed at the above premises.

Further, the undersigned states that all labor performed by the undersigned, his agents, and subcontractors employed by him, has been completed in the usual and customary workmanlike manner and all work performed is accompanied with the usual and appropriate warranties for such work or repair, absent any disclaimer previously approved by the City of Midland.

I, the undersigned, release and relinquish unto the City of Midland, and their assigns the above described lien upon the above referenced property and hereby certify that all debts, bills, and expenses incurred by the undersigned, his agents, or subcontractors employed by him in connection with work done at the above

premises have been fully paid, in exchange for payment in full to be made by the City of Midland for the performance on the above described premises.

WITNESS MY HAND on this _____ day of _____, 20_____.

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Company

SUBSCRIBED AND SWORN to before me on the _____ day of _____, 20_____.

_____
Notary Public, State of Texas

_____
Typed or printed name

_____
My Commission expires:

Form Revised April 2023

City of Midland Specifications

PREPARATION OF RIGHT OF WAY

1. GENERAL

Includes the preparation of right-of-way for construction by clearing, grubbing, removing and disposing of all obstructions and objectionable material from the right-of-way and designated easements, which is not specifically provided for on the plans.

Obstructions and objectionable material refer to all objects or material that do not meet the quality of standards for the courses of pavement to be constructed or which protrude into the excavation for slopes.

Measurement and Payment - Measurement and payment will be at the units and prices for the applicable bid item in the proposal.

When no specific bid items are included in the bid proposal for work specified under this section this work shall be considered as incidental to other items of work and the cost shall be included in the bid for these items. No separate payment will be made.

2. CONSTRUCTION METHODS

Removal - Obstructions and objectionable material to be removed by blading, plowing, bulldozing, or other methods approved in writing by the Engineer. The use of explosives will not be permitted. Solid objects must be removed to a depth of at least one (1) foot below the finished slope or subgrade elevation. Hollow objects must be removed entirely.

Disposal - Material to be removed from the right-of-way becomes the property of the Contractor. If disposal areas are available, they will be indicated on the plans.

Preservation of Trees and Shrubs - Trees and shrubs to be preserved in the right of way are shown on the plans and must be protected from injury during construction.

Removal of Concrete - Cut concrete at the right-of-way line straight and vertical by sawing or other approved methods prior to the removal of concrete in the right-of-way.

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE.....1
1. GENERAL 2
2. CONSTRUCTION METHODS.....2

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE

1. GENERAL

Includes the excavation, embankment and preparation of subgrade determined by the lines, grades and sections shown on the plans and in accordance with the provisions of the specifications.

Excavation - Includes excavation to planned grade, disposal of the material, removal of unsuitable subgrade material and borrow material when required in the construction. All excavation to be classified as common.

Embankment - Consists of excavated or borrow materials placed and compacted in horizontal layers in accordance with the specifications.

Subgrade - The upper eight inches (8") of embankment or the upper eight inches (8") below the roadway excavation finished grade. The subgrade shall extend from six inches (6") back of curb to six inches (6") back of curb where curb and gutter is to be constructed.

Measurement and Payment - Measurement and payment to be at the units and prices for the applicable bid items in the proposal.

2. CONSTRUCTION METHODS

Excavation - Made at the location and to the lines and grades shown on the plans in areas previously prepared in accordance with provisions of Section 2A. Dispose of excess material not required in the embankment and material that is unsuitable for subgrade. Excavation tolerance to be plus or minus 1/10 foot from the plan grade.

The area between the curb and property line shall be excavated or filled, whichever is necessary, to curb height at back of curb and finished to a straight even surface to the property line. The minimum elevation at the property line shall be the elevation of the top of the curb. The maximum elevation at the property line shall be equal to a rise of 1/4 inch per foot from the back of the curb to the property line.

During the excavation of this project, it will be required that all parkways be excavated and shaped at the same time the roadway is excavated. Excess excavation will be disposed of at locations approved by the Engineer.

Embankment shall be constructed at the locations and to the lines and grades shown on the plans in areas previously prepared in accordance with Section 2A of these specifications. Top eight inches (8") of natural ground to be compacted

to embankment density requirements. Embankment shall be constructed from suitable material obtained from the excavation or borrow free of roots, rocks in excess of three inches (3"), debris and other objectionable material. Excavation deficiencies shall be supplemented from a borrow source approved by the Engineer. Embankment shall be constructed in uniform horizontal layers not to exceed eight inches (8") of loose depth and compact with suitable equipment to a minimum of ninety percent (90%) AASHTO T180. The materials shall be processed by aeration or watering to bring the material to the approximate optimum moisture. Dry layers will not be permitted. Soft spots that develop in the embankment shall be removed and replaced with suitable material. No payment will be made for removal of soft spots. Tolerance for embankment grading shall be one-half foot (1/2) plus or minus the plan grade.

Preparation of Subgrade - Eight inches (8") of the upper portion of the embankment or excavation shall be shaped and compacted to a minimum density of 95 percent (95%) AASHTO T180 and finished within a tolerance of one-half inch (1/2") in ten feet (10'). The finished subgrade shall be protected and maintained in a satisfactory condition until covered by succeeding construction.

Compaction Tests - Field density tests will be made by the Owner or by a laboratory selected by the Owner. The Contractor shall notify the Engineer when compaction has been achieved. The Contractor shall allow 24 hours for scheduling of test. Prior to the taking of subgrade density test, the entire subgrade will be tested by proof-rolling using a pneumatic roller weighing not less than 50,000 lbs. gross with tire pressure being not less than 110 psi. Any soft spots, pumping, or other evidence of weakness shall be remedied before density tests are made. Proof rolling shall be in the presence of the Engineer or his duly authorized representative.

The City will pay the cost of initial density tests made on the subgrade. If the subgrade fails to meet the density requirements on the first test, the contractor will be required to have subsequent density tests made by the commercial lab selected by owner. The cost of all subsequent density tests will be born by the contractor.

08/07

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS,

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP

1. GENERAL

Includes the construction of concrete curb and gutter, sidewalks, driveways, valley gutters, center drains and rip rap in accordance with lines, grades and the sections shown on the plans and constructed in full compliance with provisions of the specifications.

A proven performance record by the Texas Highway Department shall be supplied by material producers for all materials supplied by them.

2. MATERIALS

Concrete - All concrete other than rip rap shall be Class "A" concrete in accordance with Texas Highway Department specifications Item No. 421. Concrete for rip rap shall be the class as shown on the plans and detail drawings. When no concrete class is shown the plans concrete for rip rap shall be Class "B" concrete.

Concrete batch designs shall be furnished for each project and shall include all classes of concrete proposed for use on the project.

Reinforcing Steel - Reinforcing steel shall be deformed bars or wire mesh fabric conforming to the requirements of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" Item No. 440 and shall be of the sizes and grades as shown on the plans.

The contractor, at his option, may use fiber reinforcing in lieu of the wire mesh for all concrete slab on grade. When fiber reinforcing is used, it shall be "Fiber Mesh" or "Caprolan RC" or approved equal. The material and rate of application shall be approved by the Engineer prior to its use.

Expansion Joints - Bituminous pre-molded joint filler shall be composed of top grade fiber, treated by special impregnation system with water repellent bituminous materials. It shall be a non-extruding type, resilient, expanding on release of compression, preventing open joint crevices. The pre-molded joint filler shall be of such character, that it will not be deformed by handling during hot weather, nor shall it become brittle in cold weather. It shall be free from visible external defects such as holes, ragged or untrue edges, breaks, cracks or tears. It may be covered on both sides with paper to facilitate handling.

The joint filler shall be accurately cut to the dimensions and shapes required. It shall be of the thickness required by the plans, or as specified elsewhere.

3. CONSTRUCTION METHODS

GENERAL

No concrete shall be placed when, in the Engineers opinion, weather or other conditions would be detrimental to the structure placed. No concrete shall be placed on grade when the ground temperature is 35° F or lower. Concrete may be placed when the ground temperature is rising from 35° F. Concrete placed in cold weather shall be protected from freezing for 72 hours after being placed.

CURB AND GUTTER

EXCAVATION AND SUBGRADE - Excavation for curb, gutter, and combined curb and gutter shall be done with the subgrade excavation for the street. Street subgrade shall extend from six inches (6") back of curb to (6") back of curb and shall be compacted for a full width to a minimum of 95% AASHTO T180-61. Where subgrade is more than three inches (3") below bottom of curb, fill shall be compacted caliche base constructed from six inches (6") back of curb to six inches (6") back of curb as specified for base course.

Whenever subgrade or base is dry or dusty, it shall be thoroughly moistened, not made muddy, before the concrete is placed.

Forms - Forms shall be of steel, of a type to be approved by the Engineer, except that curves may be formed with wood sections built up or laminated, upon prior approval by the Engineer.

The forms shall be attached securely to stakes, shall be set true to line and grade, and braced sufficiently to remain true during the placing and tamping of the concrete. Forms shall be thoroughly cleaned and oiled before each use.

Curves - All changes in direction of the curbs shall be by means of true circular curves of the radii as shown on the plans.

Expansion Joints - Expansion joints shall be placed between curb and gutter sections at the tangent points of all curves, at each side of the inlet boxes, drives, alleyways, and at intervals of not more than forty feet (40') in straight runs. The expansion material shall be pre-molded three-fourths inch (3/4") in thickness, and shall conform to the requirements of expansion material as specified herein. It shall be cut to the full size and shape or the cross section of the curb and gutter, less one-half inch (1/2") from the finished surface thereof. The edges of sections against the joint shall be finished with an edging tool and the joint raked clean of concrete.

Finishing - There shall be provided on the job a metal screed or mule designed to give proper shape to the curb and gutter. It shall be bent to the exact shape of the finished curb and gutter and the forward edge turned up slightly to prevent disturbing the mortar. It shall be designed to ride on the forms and when properly manipulated shall leave the curb and gutter in its proper shaped condition. An "S" trowel shall be used to finish the surface and minor imperfections shall be corrected with a mason's trowel. Care shall be taken to finish

the gutter flow line to a true, uniform grade. All edges shall be finished with an edging tool, and joints marked with a jointer. Joint marks shall coincide with actual joints and shall be straight and true.

Curing - The completed curb and gutter, shall be cured in accordance with the requirements of the item "Membrane Curing", Texas Highway Department Item 531.

DRIVEWAYS AND ALLEY RETURNS

Driveways and alley returns shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets. All driveways and alley returns shall be reinforced as shown on the detail drawings.

Excavation and Subgrade - Excavation shall be accomplished in the same manner as for streets and curbs. The subgrade for all driveways and alley returns shall be compacted to 95% modified proctor density for 8 inches depth.

Driveways for single family residences and property used for two family residential purposes (duplexes) may be placed on the compacted subgrade. All other driveways shall be considered as commercial driveways and shall be constructed on 6 inches compacted flexible base.

Flexible Base - Commercial driveways and alley returns shall be constructed on 6 inches of flexible base conforming to Section 2-C- Flexible Base, Caliche.

Forms - Forms shall be constructed of steel or, when approved by the engineer, wood conforming to the requirements for curb and gutter forms.

Expansion Joints - Expansion joints shall be placed at the ends of abutting curb and gutter at the end of radii for all driveways and alley returns. In addition, expansion joints shall be placed at the ends of abutting sidewalk sections and at any point where the driveway or alley return abuts another concrete structure. Expansion joint material shall be pre-molded three fourths inch (3/4") in thickness, cut to the shape and dimensions required and shall extend the full depth of the concrete.

Finishing - Shaping and finishing of driveways and alley returns shall be accomplished by using a screed to shape the driveway or alley return to the lines and grade required. Finishing shall be accomplished by use of wooden floats and stiff bristled brushes or brooms. The last finish shall be by brushing or brooming in
A direction transverse to the direction of traffic.

During the entire finishing process care shall be taken to maintain the true gutter invert in line with the street curb and gutter.

Curing - Finished driveways and alley returns shall be cured in accordance with the requirements "membrane curing" "Texas Department of Highways and Public Transportation, 1982 Standard Specifications for Highways, Streets and Bridges", Item Number 531.

CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

Concrete slab type street drainage structures with or without curbs, shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets or as may be established in the field by the engineer.

Subgrade excavation preparation and compaction and flexible base shall be the same as specified for street construction. All drainage structures within the roadway shall be constructed on a flexible caliche base so that the thickness of the concrete slab plus base is equal to the thickness of the hot mix asphaltic concrete surface plus base.

Forms - Forms shall be as specified for curb and gutter.

Reinforcing - All slab type drainage structures shall be reinforced as shown on the plans and detail drawings. Care shall be taken to maintain all reinforcing in good condition and at its proper location within the slab.

Expansion Joints - Expansion joint material shall be as specified for curb and gutter and for driveways and alley returns.

Expansion joints for valley gutter shall be placed at the ends of radii and at the juncture between the fillet and the cross valley as shown on the detail sheet.

For center drains, expansion joints shall be placed at the ends of widened or transition sections and at each end of a section containing a manhole or other structure and at intervals of sixty feet (60') measured along the center line of the drain.

Additional expansion joints shall be placed where drainage slabs abut backs of curbs, sidewalks and at contact points with other concrete structures.

Contraction Joints - Contraction joints shall be spaced at 15' intervals along the center line of center drains. These contraction joints shall be saw cut 3/8" wide minimum and 1/4 the depth of the slab using an approved concrete saw.

Saw cut contraction joints shall be made after the concrete has set sufficiently to prevent excessive raveling during sawing and shall be completed before the concrete is 48 hours old.

Finishing - Finishing shall be the same as for alley returns and driveways with the last finishing operation for structures subject to vehicular traffic being by broom or stiff brush in a direction transverse to the direction of traffic.

Curing - Curing shall be the same as for curb and gutter and driveways and alley returns.

SIDEWALKS

Sidewalks shall be constructed of Class A" concrete to the lines and grades as shown on the plans and detail drawings or as may be established in the field by the engineer. Sidewalks shall be constructed parallel to the back of the curb and on a grade parallel to

the top of curb grade. The minimum thickness for any sidewalk is 4 inches. The minimum width of any sidewalk is 4 feet.

Excavation and Subgrade - Excavation for sidewalk shall be made with street excavation where applicable. Care shall be exercised in excavating for sidewalks. Any over excavation or any fill required for sidewalk must be brought to grade in lifts not to exceed two inches (2") and thoroughly tamped. Subgrade for sidewalks shall be compacted to at least the density of the adjacent soil or to 85% modified proctor whichever is greater.

When a sidewalk is to be constructed on an embankment the fill must extend at least 3 feet beyond the edge of the sidewalk.

If the subgrade is dry or dusty it must be thoroughly moistened but not made muddy before concrete is placed.

Forms - Forms for sidewalks may be either steel or wood. Forms must be in good shape and true to line and grade. If nominal 2" x 4" lumber is used the subgrade must be finished one half inch (1/2") below the bottom of the form to provide the required 4 inch thickness.

Expansion Joints - Expansion joint material shall be pre-molded conforming to these specifications and shall be one half inch (1/2") thick. The expansion joint shall extend the full depth of the sidewalk.

Expansion joints shall be placed at points where the sidewalk contacts the back of curb, at all junctures between sidewalks all directions, and at all points where the sidewalk abuts a driveway, alley return or other concrete structure including fence foundations.

Transverse expansion joints shall be constructed in the sidewalk at intervals not exceeding twenty eight feet (28') as measured along the centerline of the walk except for sidewalks that are constructed wider than four feet (4') in which case expansion joints may be placed at intervals that are multiples of the width but not exceeding thirty feet (30').

Contraction Joints - Contraction joints consisting of trowel cuts one and one half inches (1-1/2") deep shall be spaced at four foot (4') intervals along the sidewalk. Contraction joints shall be edged using an edging tool with a 1/4 inch or 3/8 inch radius.

For sidewalks wider than four feet (4') contraction joints may be placed at intervals equal to the width of the walk up to but not exceeding ten feet (10').

Finishing - Sidewalks shall be "struck off" with a screed to provide an even surface and float finished using a wooden float.

The final finish on the sidewalk shall be accomplished by brooming or brushing using a stiff bristled brush or broom with the final strokes being in the transverse direction.

Curing - Curing shall be as specified for curb and gutter and driveways and alley returns.

CONCRETE RIP RAP

Concrete rip rap shall be constructed of concrete of the class and to the line and grades as shown on the plans.

Excavation and Subgrade - Care shall be taken not to over excavate for rip rap. The subgrade for rip rap shall be compacted to at least the density of the adjacent undisturbed soil or 85% modified proctor whichever is higher.

Forms - Forms, where required, may be either steel or wood. Forms must be in good condition and true to line and grade.

Expansion Joints - Expansion joints, where required, will meet the requirements of expansion joints materials as specified herein and will be placed as shown on the plans or directed by the engineer.

Finishing - Finishing shall be by screed and wooden float to produce true uniform surface.

Curing - Curing shall be as specified for other concrete herein.

Slope Paving - Slope paving may be required behind the curb or behind sidewalks where street paving requires deeper cuts in developed areas. Slope paving shall be constructed of Class "A" concrete and shall be constructed to the lines and grades as shown on the plans or as established in the field. Slope pavement shall be four inches (4") thick and shall be constructed in accord with the specifications for sidewalks.

When no slope grade is given on the plans the slope gradient shall be l:l.

Unless listed separately on the bid proposal, slope pavement shall be measured and paid for as sidewalk.

4. BACKFILL AND CLEANUP

GENERAL

Backfill and clean up are an integral part of the various items covered by this specification and must be completed for each item before that item will be considered for payment.

CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS

Backfill and clean up for concrete structures within the paved areas of streets, alleys, etc. shall receive special attention to assure the integrity of the street pavement.

Structures constructed in previously paved areas shall have sufficient surface removed along with base and subgrade where necessary to set full face forms for the concrete. As soon as the forms are removed all loose material shall be removed from the form trench and the trench filled to the base level with Portland cement stabilized backfill material

consisting of two (2) sacks Portland cement to one (l) cubic yard of caliche base material or one (l) cubic yard "blow sand". When the cement stabilized backfill has cured the pavement edge shall be saw cut to provide true and straight lines and the pavement restored to its original or revised grade using Hot mix asphaltic concrete conforming to the requirements of Section 2-F of these specifications.

For structures constructed on previously prepared subgrade or base course, clean up and backfill shall be considered complete when the subgrade or base course has been made ready to receive the next course.

When a structure is constructed on a finished base course and it is necessary to remove base material to set forms, backfill and cleanup shall be as described for previously paved areas and shall be considered complete when the base course is made ready to receive the surface course or courses.

BACKFILL BEHIND CURBS AND ALONG SIDEWALKS

Backfill behind curbs and along sidewalks that is to be grassed shall be made using good top soil. Top soil shall be free of caliche, rocks, clods, lumps, debris and other objectionable material. This backfill shall be compacted to at least the density of undisturbed adjacent soil but not less than 85% modified proctor.

Backfill behind curbs and along sidewalks that is to receive paving shall be constructed to conform to the base and subgrade of the adjacent paving and shall be compacted to 95% modified proctor. Or the contractor may elect to backfill to the top of the base with two (2) sack cement stabilized backfill.

In undeveloped areas and in areas where no sidewalks exist the contractor shall slope from the back of the curb to a maximum height of 1/4 inch per foot rise from the top of the curb to the property line on a straight line grade. The minimum elevation at the property lines shall be top of curb elevation.

In deeper cut areas slope paving may be required. When slope paving is required it shall be constructed to the lines and grades shown on the plans. Backfill and shaping beyond the slope paving shall be in accord with the applicable portions of this specification.

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CONCRETE STRUCTURES

1. GENERAL

This specification covers concrete structures including but not limited to junction boxes, culverts, head walls, cast in place manholes, valve vaults, meter vaults and retaining walls.

2. MATERIALS

CONCRETE

Concrete for cast in place manholes, junction boxes, storm sewer inlet boxes, valve vaults and direct traffic culvert and bridge decks shall be a modified class “C” concrete using a minimum of 6 sacks cement per cubic yard with a maximum water content of 5 gallons per sack of cement and producing a concrete with 4000 psi 28 day compressive strength.

Concrete for other structures shall be class “A” as specified in “Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges” item number 421. Concrete for riprap shall be class “B”.

Reinforcing steel shall conform to the requirements of item number 440 or “Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges” and shall be of the sizes and grades as shown on the plans.

3. CONSTRUCTION

Construction of concrete structures shall be in accordance with the provisions of item 420 “Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges”.

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FLEXIBLE BASE, CALICHE

1. GENERAL

This item consists of the construction of a caliche flexible base course to the lines, grades and thickness shown on the plans and in accordance with the provisions of the specifications.

Qualification of Material Source - There will be no designated material sources, but the source proposed by the Contractor must be approved by the Engineer. The contractor shall furnish evidence of capability to crush and screen the material with suitable equipment.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Material from the approved source shall meet the following requirements when tested in accordance with the referenced testing standards:

Gradation - Tested by ASTM C 136-67 to meet the following gradation limits:

Sieve Size	Percent Passing
1-3/4"	100.0
7/8"	65-90
3/8"	50-70
No. 4	30-60
No. 40	15-35

Liquid Limit and Plasticity Index **-** Tested by ASTM D423-66 and D 424-59.

Liquid Limit - 30.0 Maximum
Plasticity Index - 10.0 Maximum
Triaxial Classification - Tested by Texas Highway Department Method TEX 117-E, Part II - minimum class 3.0.

Source Quality Control - The contractor shall exercise caution in the operation of the material source to prevent the inclusion of inferior materials.

3. CONSTRUCTION

A. The subgrade shall be finished true to the lines and grades as shown on the plans or as established by the Engineer and finished within specified tolerances and properly maintained to prevent drying and/or loosening of the surface.

No base material may be dumped on any subgrade until it has been tested and approved by the Engineer.

B. Flexible caliche base material shall be placed in uniform courses and processed to provide a uniformly mixed base course of the proper moisture content for compaction. The processing and compaction procedure used shall provide a uniform base course compacted to ninety-five percent (95%) modified proctor density (YACHT T180) minimum. The minimum thickness of any one compacted course shall be three inches (3"). The maximum thickness of any one compacted course shall be eight inches (8").

Any soft or segregated spots that appear in the base shall be removed, replaced or reprocessed and recompacted prior to final finishing of the base. The finished base shall conform to the lines and grades as shown on the plans or established by the Engineer. Finished tolerances shall not exceed one half inch (1/2") in ten feet (10').

The finished base shall be primed as soon after finishing as practical and shall be protected until the hot mix asphaltic concrete surface is applied. In no case will prime be applied until the finished base has been approved by the Engineer.

4. TESTING

A. All test for approval of the source shall be performed by a commercial lab selected by the owner and shall be paid for by the contractor.

B. Gradation and soil constants tests (ASTM C-136, D423 and D424) and THD Triaxial Test (THD TEX117-E Part II) will be performed for source approval. Should the appearance, workability or other visual checks indicate a possible change in the material being furnished, the Engineer may require the contractor to retest the material for source approval.

C. Field quality control test will consist of the finish tolerance test and density test.

The finish tolerance test will be performed by the contractor at his expense using a 10' rolling straight edge. This test shall be performed at the direction of the Engineer or his representative. When required, the test shall consist of checking one path in each lane with the rolling straight edge.

Density test will be made by the City or a commercial laboratory chosen by the City using Troxler 3411-B nuclear density gauges or approved equal at the minimum rate of one test for each 1000 square yards of base. In no case shall less than three tests be run on any one area processed as a unit. The City will bear the cost of the first test or set of tests only. If the base fails the first test the contractor, at his own expense, will be required to have all subsequent tests performed by the commercial laboratory chosen by the city.

8/07

BITUMINOUS PRIME

1. GENERAL

This item consists of the application of a bituminous prime coat to the finished caliche base in accordance with the provisions of the Specifications.

Qualification of Material Source - Material shall be supplied by a producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade MC-30, Texas Highway Department Item 300.

Source Quality Control - Certificates of compliance to be furnished by the producer to the Engineer.

3. CONSTRUCTION METHODS

Condition of Base - The surface of the base shall be tightly compacted to the line and grade shown on the plans and within the tolerances of the specifications. The surface shall be clean and the base shall contain sufficient moisture to assure the proper penetration of the prime.

The prime shall be applied with an approved distributor to the surface of the base at a rate of between 0.15 and 0.40 gallon per square yard. The application rate shall be varied to meet field conditions and to obtain uniform coverage, and adequate penetration. Properly applied prime coat should penetrate from 3/8" to 1/2" into the base and should cure in approximately 72 hours with ambient temperatures at or near 70 degrees F. The prime shall be applied at a temperature within the range of temperatures recommended in Item 300 of Texas Highway Department Standard Specifications. The temperature shall be varied within this range to provide a viscosity that will assure even spreading and penetration of the base. Air Temperatures at the time of application shall be above 50'F.

BITUMINOUS TACK

1. GENERAL

This item consists of the application of a bituminous tack coat to the primed base or existing asphaltic concrete or Portland cement concrete pavement in accordance with the provisions of the specification.

Qualification of Material Source - Material shall be supplied by producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade RC-250, Texas Highway Department Item 300.

3. CONSTRUCTION METHODS

Conditions of Surface - Prior to application of tack to the base course the prime must be completely penetrated into the base and the surface cleaned of foreign objects.

The tack shall be applied with an approved distributor at a rate of between 0.05 and 0.10 gallons per square yard. The temperature of application shall be within the range recommended by the Texas Highway Department in Item 300. The surface temperature to which tack is being applied shall be above 50 degrees F. at the time of application.

When the asphaltic concrete surface is being placed on primed caliche base, use of the tack coat may be waived by the Engineer if the contractor can show that adequate adhesion of the surface being placed to the base course is achieved without it.

Tack coat shall be placed on all asphaltic concrete or portland cement concrete surfaces on which an additional course of asphaltic concrete surfacing is to be placed. The tack coat shall be rolled with a pneumatic roller to assure even distribution over the entire surface and to achieve proper penetration into and adhesion to the surface being overlayed.

HOT MIX ASPHALTIC CONCRETE

I. GENERAL

Includes the construction of the hot mix asphaltic concrete surface in accordance with lines, grades and the sections shown on the plans and with the provisions of the specifications.

Qualification of Material Sources - Producers of oil asphaltic concrete mixture to have a proven record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Oil Asphalt - Oil asphalt grade AC-l0 or AC-20, Texas Highway Department Item 300. When no asphalt grade is shown on the plans, and unless directed otherwise by the Engineer, asphalt for this project shall be grade AC-10.

Coarse Aggregate - Crushed stone or crushed gravel with a minimum of 75 percent of the aggregates having two or more crushed faces. Additional requirements:

(a) Los Angeles Abrasion: ASTM C l3l, Wear not to exceed 40.

(b) Decantation: Maximum 2.0 percent by weight

Fine Aggregates - Natural sand and screenings crushed from the same or similar material meeting the requirements of the course aggregates. Additional requirements.

(a) Plasticity Index: Maximum of 6.

(b) Sand Equivalents: Minimum of 50 for each individual fine aggregate.

Paving Mixtures - The paving mixture(s) shall be as shown on the plans and details. If no mixtures are shown on the plans surface or wearing courses up to l-3/4 inches thick shall be Type D, base courses up to 2 inches thick shall be Type C and base courses over 2 inches thick shall be Type B or Type A.

(a) Gradation: The master gradations for the paving mixtures are:

TYPE "A" (Coarse Graded Base Course):	Percent Aggregate by weight or volume
Passing 2" sieve	100
Passing l-3/4" sieve	95 to 100
Passing l-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 4 sieve, retained on No. l0 sieve	5 to 21
Total retained on No. l0 sieve	68 to 84
Passing No. l0 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "B" (Fine graded Base or Leveling-up course)	Percent Aggregate by Weight or Volume
Passing l" sieve	100
Passing 78" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. l0 sieve	5 to 26
Total retained on No. l0 sieve	58 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

Type "C" (Coarse Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve	95 to 100
Passing 5/8" sieve, retained on 3/8" sieve	16 to 42
Passing No. 4 sieve, retained on No. l0 sieve	11 to 37
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 Sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "D" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing l/2" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on 4" sieve	21 to 53
Passing No. 4 sieve, retained on No. l0 sieve	54 to 74
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 4 to 8 percent of the mixture by weight.

TYPE "F" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No. l0 sieve	58 to 73
Passing No. l0 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 6.5 percent of the mixture by weight.

(b) Tolerances: Deviations from job mix formula limited to:

(l) Sizes larger than the l0 sieve- Plus or Minus 4 percent.

(2) No. l0 sieve and smaller - Plus or Minus 3 percent.

(3) The deviation from the job mix formula shall be further limited in that the total deviation from the job mix formula between any two adjacent aggregate grades shall not exceed the allowable deviation for either one.

(4) Asphalt - Plus or Minus 0.3 percent.

(c) Density - The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory should have the following percent of maximum theoretical density:

Minimum	Maximum	Optimum
96	98	97

(d) Stability: Minimum of 35 Hveem

Source Quality Control - Paving mixture and plant tests to be performed by laboratory selected and paid by the Owner, except as noted.

Job Mix Formula - The contractor shall submit a job mix formula, prepared by laboratory chosen by the owner, at least l0 days in advance of laying operations to allow time for review by the engineer. Substitution of one or more materials will require a new job mix formula and must be approved by the engineer.

The design of job mix formula whether for original submittal or revisions shall be paid for by the contractor.

Plant Tests - Check of raw material uniformity, quality and flow, hot bin gradations, temperature of mixture, mixture tests for density, stability and percent asphalt and other necessary tests to be performed bythe laboratory selected by the owner for each day's production.

Oil Asphalt - Producer to furnish certificates of compliance to the Engineer.

3. CONSTRUCTION METHODS

A. GENERAL

Condition of Base - The surface of the base shall be tight and free of debris. The prime coat shall be uniformly distributed, well penetrated and completely cured prior to application of the tack coat. If the mixture will adhere to the surface of the base without the application of a tack coat, the tack coat can be eliminated. If the surface of the base is one half (l/2") inch or more lower than the proposed bottom of the asphaltic concrete it shall be corrected by placing and compacting a level up course of the asphaltic concrete before the mat is placed on it.

Stockpiling, Storage, Batching and Mixing - Shall meet the requirements of Item 340, "Texas Highway Department l982 Standard Specifications for Road and Bridge Construction.

Weather Limitations - Shall be the requirements of Item 340,"Texas Highway Department l982 Standard Specifications for Road and Bridge Construction." With the added provision that no asphaltic concrete shall be placed when the surface on which the mat is to be placed is below 50 degrees F.

Thickness - Shall be as shown on plans. Unless shown otherwise on the plans, the maximum compacted thickness of any one course of asphaltic concrete shall be two and one-half (2-l/2) times the maximum aggregate size of the mixture being placed. The minimum shall be one (l) inch or one and one fourth (1-1/4) times the maximum particle size which ever is greater.

B. PLACING

Placing of Asphaltic Concrete shall be accomplished using an approved self propelled spreading and finishing machine with a heated vibrating screed capable of producing a surface that will meet the requirements of the typical cross section and the surface test, and when the mixture is dumped directly into the finishing machine shall have adequate power to propel the delivery vehicles in a satisfactory manner. The finishing machine shall be equipped with a flexible spring and/or hydraulic type hitch sufficient in design and capacity to maintain contact between the rear wheels of the hauling equipment and the pusher rollers of the finishing machine while the mixture is being unloaded.

The use of any vehicle which requires dumping directly into the finishing machine and which the finishing machine cannot push or propel in such a manner as to obtain the desired lines and grades without resorting to hand finishing will not be allowed. Vehicles dumping directly or indirectly into the finishing machine shall be so designed and equipped that unloading into the finishing machine can be mechanically and/or automatically operated in such a manner that overloading the finishing machine being used cannot occur and the required lines and grades shall be obtained without resorting to hand finishing.

Automatic screed controls will be required and shall meet the requirements item, 528 "automatic screed controls for asphaltic concrete spreading and finishing machines "Texas Department of Highways and Public Transportation 1982 Specifications for Construction of Highways, Streets and Bridges".

The screed shall be ski controlled using a ski of not less than l8' in length. Curb shoe control will not be allowed.

The spreading and finishing machine shall be maintained in good working order and operated by competent trained personnel.

The Engineer may require the contractor to place a test strip to prove the capability of the machine and the competency of the operating personnel to produce a satisfactory finished surface.

In dips and on curved surfaces where the ski control cannot be used, the surface will be controlled using a l0' straight edge.

Fillet areas, turn outs and other areas not accessible to the spreading machine may be hand laid provided a satisfactory surface is produced.

C. COMPACTION AND FINISHING

Compaction Requirements - The asphaltic concrete surface shall be compacted so that the compacted mixture will contain not more than seven percent (7%) nor less than three percent (3%) air voids.

The surface of the pavement, after compaction, shall be smooth and true to the established line, grade and cross section, and when tested with a l0 foot rolling straightedge, except as provided herein, the maximum deviation shall not exceed l/8 inch in l0 feet, and any surface not meeting this requirement shall be corrected as directed by the engineer.

Raking and Leveling - Minor leveling may be accomplished using asphalt rakes prior to compacting the surface. The surface shall be leveled by loosening the surface of the asphaltic concrete using an asphalt rake then adding or removing material and smoothing the surface. Any large aggregate worked to the surface in this process shall be removed before compaction. The large aggregate shall not be spread over the new asphaltic concrete surface.

Edges and joints with compacted asphalt or concrete gutters shall be carefully squared and excess material removed before compaction. Care shall be taken to see that NO excess material laps over onto the surface of existing asphaltic concrete paving or concrete gutters. Large aggregate worked to the surface in this process shall be removed. It shall not be spread over the new asphaltic concrete surface.

Rolling - In general rolling shall conform to the requirements of item 340 of the Texas Department of Highways and Transportation 1982 Specifications for Construction of Highways, Streets an Bridges except as modified herein.

It shall be the responsibility of the contractor to have rolling equipment available on the job to properly compact the paving mixture in place as required without delay to the lay down operation. Rollers provided shall meet the qualifications for their type as follows:

PNEUMATIC TIRE ROLLERS: The rollers shall be acceptable medium pneumatic tire rollers conforming to the requirements of the item, "Rolling (pneumatic tire)", Type B, unless otherwise specified on plans.

TWO AXLE TANDEM ROLLER: This roller shall be an acceptable power driven tandem roller weighing not less than 8 tons.

THREE WHEEL ROLLER: This roller shall be an acceptable power driven three wheel roller weighing not less than l0 tons.

THREE AXLE TANDEM ROLLER: This roller shall be an acceptable power driven three axle roller weighing not less than l0 tons.

Vibrating rollers will not be used without prior written approval of the engineer. Written approval will be granted only upon demonstration by the contractor that the roller and operator can produce a satisfactory surface within the tolerances of these specifications. Only the operator or operators thus approved will be allowed to operate the vibrating roller on this project.

Areas not accessible to standard rollers shall be compacted using trench rollers, impact tampers, hand tamps or other approved means that will produce the density and surface required.

JOINTS- Shall be carefully rolled to provide compaction of the asphalt against the existing surface or face of the concrete gutter. Joints between concrete gutters and Hot Mix Asphaltic Concrete shall be placed so that the HMAC will be approximately l/2 inch higher than the concrete when compaction is completed. At transverse joints such as valley gutters and fillet areas where finishing asphalt paving 1/2 inch above the edge of concrete will adversely affect ride quality the asphalt shall be finished 1/4 inch above the edge of the concrete.

Transverse joints shall be rolled in the transverse direction with the first pass extending approximately six (6") inches onto the new asphalt each additional pass shall extend approximately twelve (12") inches further onto the new asphalt until the full width of the roller is on the new asphalt. Longitudinal rolling may begin then.

All transverse joints shall be checked with a l0" straight edge while the material is

still hot enough to roll. Any corrections shall be made by loosening the material using an asphalt rake and adding or removing material and recompacting the surface. The surface shall be rechecked and when the joint is acceptable the asphalt spreading machine may proceed with the pass.

Final or finish rolling shall be accomplished using a two axle tandem roller to remove roller marks. This rolling shall be accomplished after the surface has cooled sufficient to minimize further marking but before it is too cool to respond to rolling.

STRAIGHTEDGES AND TEMPLATES - The contractor shall provide acceptable l0 foot straightedge for surface testing. Satisfactory templates shall be provided as required by the Engineer.

4. FIELD QUALITY CONTROL

Test Lots - Field Quality Control Tests shall be made by lot with a lot being the amount of contiguous surface laid in one day. No lot shall exceed l0,000 S.Y. If a days laying exceeds l0,000 S.Y., that days laying shall be divided into two approximately equal lots. The same lot divisions shall be used for all Quality Control Tests. Each separate block or combination of contingeous (blocks) of paving shall be considered as a separate lot even though they may be placed in a single day and do not comprise l0,000 S.Y. of surface.

Surface Tests - Surface tolerance tests will be performed in both longitudinal and transverse directions. The test for longitudinal surface tolerance will be performed with a ten-foot rolling straightedge furnished by the contractor, and calibrated and used in accordance with the manufacturer's recommendation or other approved method.

The maximum allowable deviation in surface shall be 1/8 inch in 10 feet. Tests for longitudinal surface tolerance will be performed by the contractor, accompanied by the engineer within 24 hours of the completion of a lot. One path in each lane for the length of the entire lot will be tested. The location of the test path (Distance from centerline or pavement edge) will be determined by the engineer through the use of random numbers. Any deviations in the surface finish of a roadway wearing course which exceeds l/4 inch must be corrected. After corrections have been made, the entire lot must meet the l/8 inch surface tolerance.

Thin course "scab on" patching will NOT be permitted. Corrections may be made by planning, milling and patching or by removing and replacing affected surface area.

When milling and patching is used to correct surface defects the minimum depth of removal shall be l".

For milling and patching or surface removal the area removed or milled shall be sufficiently large to avoid the appearance of patching.

When planning is used to correct defects the thickness of the remaining paving shall meet the thickness requirements as shown on the plans.

Surface tolerance test will be performed on the last or wearing course only.

Asphaltic concrete pavement constructed under these specifications that does not meet the surface tolerance requirements and is allowed to remain in place will be paid for at a reduced rate determined by multiplying the price bid for the wearing surface course by a surface tolerance quality factor. This rate shall apply to the entire lot.

Lower courses will not be affected by this quality factor but will be paid for at the price bid or such price as it may be affected by other quality factors.

The surface tolerance quality factor will be determined according to the following schedule:

Linear % of pavement exceeding 1/8 inch surface tolerance	Surface tolerance quality factor
0.0 to 1.0	1.0
1.1 to 1.5	0.9
1.6 to 2.5	0.8
over 2.5	0.5

Roadway surface requirements will not be applied for paved drives, aprons, turnouts, and other irregular sections, however, asphaltic concrete shall be placed in such a manner as to provide a neat and uniform appearance and shall be compacted by methods satisfactory to the engineer.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the surface tolerance quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be pre- constructed and remove and reconstruct the pavement. All costs in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be re-tested and the surface tolerance quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x ....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Thickness Test - Thickness test will be made by the engineer on each course of asphaltic concrete laid. Test specimens shall be made by a commercial laboratory selected by the owner. Test specimens shall be cores having a minimum nominal diameter of 6". These cores shall be made in the presence of the inspector at locations designated by the inspector using an approved power operated coring machine.

For thickness and compaction test, each lot shall be divided into approximately equal sublots corresponding in width to each pass of the lay down machine and containing up to but not exceeding 2,000 square yards each. If a lot contains less than 2,000 square yards the engineer may, at his option, divide the lot into two equal sublots, or, if the contractor has a record of satisfactory workmanship, the engineer may waive tests on said lots.

The engineer will locate one test spot for each l,000 S.Y. and/or fraction thereof in each sub-lot using random numbers. If a spot thus located falls within one foot of a longitudinal joint or lip of gutter or within two feet of an unsupported edge or within l5 feet of the beginning or ending edge of a pass, the engineer will relocate the spot using random numbers. The commercial laboratory chosen by the owner will remove the test specimen from each designated spot, mark the specimen and the adjacent pavement for future reference and perform the required tests. Test specimens shall be removed with special caliper type tongs having circular jaws of the diameter of the specimen being removed. These jaws shall grip at least 1/2 of the circumference of the specimen. Screw drivers or other type of prying instruments shall not be used to remove the specimens.

The thickness of a specimen shall be determined by averaging four (4) measurements made at ninety degree (90) intervals around the specimen. Any thickness less than design thickness shall be considered as deficient.

For hot mix asphaltic concrete pavement less than 2 inches thick the maximum allowable deficiency in any one test specimen is l/8 inch provided that no more than twenty five percent (25%) of the specimens tested show a deficiency. For pavement in excess of 2 inches in thickness the maximum allowable deficiency in any one specimen shall be l/8 inch plus l/l6 inch for each additional inch of thickness provided that no more than twenty five percent (25%) of the test specimens show a deficiency.

When a test specimen has a greater deficiency and less than (25%) of the test specimens show a deficiency the contractor shall, at his own expense, determine the extent of the deficiency and correct it by removing and replacing the surface. The minimum width for such correction will be the full width of the pass or passes of the lay down machine in which the deficiency occurs.

The minimum length of such correction shall be three times the width removed. When more than (25%) of the test specimens show a deficiency the surface may at

the engineers option be declared uniformly deficient and the contractor shall correct the deficiency by removing and reconstructing the surface or by constructing an overlay of not less than l inch thickness over the deficient area. The construction of an overlay will require milling at lip lines and dips.

The corrected surface shall meet all the requirements of these specifications.

Asphaltic concrete pavement constructed under these specifications that is less than design thickness, if allowed to remain in place, will be paid for at a reduced rate determined by multiplying the unit price bid in the bid proposal by a thickness quality factor. This rate shall apply to the entire lot in which the deficiency is found.

The thickness quality factor for hot mix asphaltic concrete pavement less than 2 inches in thickness shall be:

Thickness Deficiency	Quality Factor
Maximum l/8" for any one specimen with no more than 25% of the specimens showing a deficiency.	l.0
Pavement not meeting the 25% limitation with an average specimen deficiency up to l/8 inch.	0.75
Average specimen deficiency of l/8 inch to l/4 inch	.55
Average deficiency of more than l/4 inch	0.0

The thickness quality factor for hot mix asphaltic concrete more than 2 inches thick will be l.0 if the maximum deficiency for any one specimen is l/8 inch plus l/l6 inch for each additional inch of thickness over 2 inches and not more than twenty five percent (25%) of the test specimens in the lot are deficient. For thickness test that fall outside this area either by single specimen thickness deficiency or more than twenty five percent (25%) of the specimens showing deficiency the thickness quality factor shall be computed as follows:

$$\text{Thickness Quality Factor} = \frac{1}{\left(\frac{1}{\text{Thickness Ratio}}\right)^2}$$

The thickness ratio for a lot is the average specimen thickness for that lot, with no allowance for thickness in excess of design, divided by the design thickness. For determining the average specimen thickness, those specimens in excess of design thickness shall be considered at design thickness.

The minimum thickness quality factor for which payment will be allowed is .55. Any pavement with a thickness quality factor below .55 will be considered as having a thickness quality factor of 0. This shall apply only if the contractor requests, in writing, to have this paving remain in place and this request is approved in writing by the engineer.

When the deficient area is in a lower course of a multi-course paving structure the contractor may reduce or correct the deficiency by increasing the thickness of the subsequent course or courses as follows:

When subsequent course is	Maximum increase in course thickness
Type B	1/2"
Type C	3/8"
Type D	1/4"

When corrected in this manner the thickness quality factor shall be determined using the combined thickness of the corrected courses and shall apply to all unit prices applicable to this lot.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the thickness quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be reconstructed and remove and reconstruct the pavement. All cost in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be retested and the thickness quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Compaction Test: Compaction test will be made by the commercial laboratory chosen by the owner on the core samples removed from the paving for thickness testing.

The percent air voids will be calculated using maximum theoretical specific gravity of the mixture.

The contractor may attempt to correct deficiencies in compaction by additional pneumatic rolling upon written permission of the engineer. Requests for permission to conduct additional rolling shall be submitted, in writing, to the engineer no later than three days following notification of the deficiency by the commercial laboratory and the additional rolling shall be completed within ten (l0) days following said notification weather permitting.

In no case shall the additional rolling be delayed beyond thirty (30) days from the date the surface was laid. All cost for additional rolling and additional coring and testing of the re-rolled surface shall be born by the contractor.

Asphaltic concrete pavement not meeting this specification and that is allowed to remain in place shall be paid for at a reduced rate determined by multiplying the price bid in the bid proposal by a compaction quality factor determined according to the following schedule:

Percent air voids (average of all specimens for the lot)	Compaction Quality factor	
less than 3	0	
3.0 to 8.0	1.0	
8.1 to 9.0	0.9	
9.1 to 10.0	0.7	
10.1 to 11.0	0.5	and the engineer may require a chip seal to be applied at the contractor's expense
More than 11		0 and the engineer may require a chip seal to be applied at the contractor's expense.

NOTE: HMAC surfacing with between 11% and 15% air voids may, upon written request by the Contractor, be reviewed by the Engineer to determine if it may be left in place. The Engineer's review will consider the type of street and expected traffic conditions among other factors and a written determination will be issued. If the surface is allowed to remain in place, a chip seal will be required at the Contractor's expense. The quality factor for this paving will remain at 0.

The reduced rate shall apply to the entire lot.

The effect of compaction quality factors shall be cumulative and shall be applied as described for surface quality factors and thickness quality factors.

Cost for Field Quality Control - The surface tolerance test shall be made by the contractor at his expense.

The initial thickness and compaction test will be made at no cost to the contractor except for the cost of materials and labor to repair the holes left when cores are removed.

The cost of all thickness test to isolate a deficient area and the cost of retesting the corrected area shall be born by the contractor.

The cost of all retesting of compaction after additional rolling to correct compaction deficiencies shall be born by the contractor.

Areas reconstructed to remedy deficiencies shall meet all the requirements of these specifications and shall be tested in the same manner as original construction. The cost of all tests on reconstructed areas shall be born by the contractor.

5. ADDITIVES

Anti-stripping: An approved liquid anti-stripping agent shall be added to the asphalt used in the hot mix asphaltic concrete. The rate of application shall be in accordance with the manufacturer's recommendation. The minimum anti-stripping agent added shall be one-half (l/2) of l%.

The anti-stripping agent used shall have a proven record when used with similar aggregate and shall be approved by the engineer in writing prior to the date set for reception of bids.

DOUBLE COURSE ASPHALT SURFACE TREATMENT

1. SCOPE

The work to be done under this section consists of furnishing all labor, materials and equipment necessary to construct a Double Asphalt Surface Treatment on the prepared base course in accordance with the sections shown on the plans and as specified herein or as directed by the Engineer.

2. MATERIALS

2.1 Asphalt

The asphalt used shall be of the grade and type specified below. The material shall be homogeneous and free from water, shall not foam when heated to 347° F., and shall meet the following requirements.

Viscosity Grade AC-5
Texas Highway Department 1982 Specifications

Viscosity 140 F. Stokes	500 +/- 100	
	Min.	Max.
Viscosity 140 F. Stokes	1.4	--
Penetration 77° F. 100 g. 5 sec.	135	--
Flash Point C.O.C.F.	425	--
Solubility in trichlorethylene percent	99.0	--

Tests on residues from thin film oven test:

Viscosity 140 F. Stokes	--	1500
Ductility, 77° F. 5 cms per min. cms.	100	--

Spot Test – negative for all grades.

2.2 Aggregate

All aggregate shall be composed of sound and durable particles of crushed stone or crushed gravel. At least eighty-five percent (85%) of the particles of the aggregate retained on the No. 4 sieve shall have one or more crushed faces. Aggregate particles shall be free from organic matter, clay, loam, or pebbles coated therewith, and shall not contain more that (5%) of slate, shale, schist or soft particles of sandstone. The aggregates shall have a percent of wear of not more than thirty-five (35). (Los Angeles Abrasion Tests of Coarse Aggregate, AASHO Designation

T-96 as revised). Crushed limestone will not be acceptable for this project.

Double Asphalt Surface Treatment

No. 1 Aggregate –	Retained on ¾" Sieve -	0% by weight
(Texas Highway	Retained on 5/8" Sieve -	0 – 2% by weight
Department 1982	Retained on ½" Sieve -	20, 35% by weight
Grade 3)	Retained on 3/8" Sieve -	85 – 100% by weight
	Retained on ¼" Sieve	95 – 100% by weight
	Retained on No. 10 Sieve-	99-100% by weight

No. 2 Aggregate -	Retained on ½" Sieve -	0% by weight
(Texas Highway	Retained on 3/8" Sieve -	0 – 5% by weight
Department 1982	Retained on No. 4 Sieve -	40 – 85% by weight
Grade 5)	retained on No. 10 Sieve -	98 –100% by weight
	Retained on No. 20 Sieve-	99 100% by weight

3. CONSTRUCTION METHODS

3.1 Preparation of base

If the surface of the base course is not in proper condition for placement of surfacing, it shall first be brought true to the section and grade as established. The base shall be checked, and any deviation in excess of ¼-inch from grade or from true cross section shall be corrected by scarifying then adding or removing material, reshaping and re-compacting by sprinkling and rolling. No "scab" or "featheredge" patches will be permitted. After correction of any defects in the base, it shall be cleaned of dirt, dust, or other deleterious material by sweeping or other approved methods and primed.

The base course shall be primed with MC-30 Asphalt as directed by the Engineer. The asphalt used shall meet the 1982 Texas Highway Department Specifications Item 300.

The base course shall be checked at least 24 hours in advance of placing the surfacing and any defects shall be repaired and re-primed. Immediately prior to placing the surfacing, the base shall be cleaned of all dirt, dust, or other deleterious materials by sweeping with rotary and hand brooms or other approved methods.

Prime coats shall not be applied more than 7 days in advance of placing the surface course. Areas that have been primed longer than the time

specified above prior to placing the surface course shall be re-primed at the Contractor's expense.

3.2 Handling and Applying Asphalt

All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphalt shall be kept clean and in good operating condition at all times, and they shall be operated in such a manner that there will be no contamination of the asphalt with foreign material. Asphalt shall not be heated above 400° F. at any time, and when applied, it shall be at a temperature of not less than 300° F. and not more than 350° F. The Engineer will select the temperature of application, and the Contractor shall apply the asphalt at a temperature within 15° of the temperature selected. All asphalt material heated above 400° F. will be rejected. Re-circulating heating equipment shall be equipped with recording temperature gauges.

The prime coat shall not be applied when the air temperature is below 50° F. and falling or when in the opinion of the Engineer weather conditions are not suitable. Prime coat shall not be applied when the temperature of the surface on which it is to be applied is less than 40° F. The prime coat shall be applied at least 24 hours in advance of placing the surface course. Prime coat shall be applied with an approved distributor at a rate of 0.30 gallon per square yard, or as directed by the Engineer.

Double Asphalt Surface Treatment shall not be applied when the temperature of the surface on which it is to be placed is below 50° F. and is falling but may be applied when the air temperature is above 40° F. and rising. No asphalt shall be placed when general weather conditions, in the opinion of the engineer, are unsuitable. No double asphalt surface treatment shall be placed from September 30 to April 15.

Asphalt shall be applied on the clean surface by an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide necessary facilities for determining the temperature of the asphalt in all of the heating equipment and in the distributor, for determining the rate and pressure at which it is applied, and for securing uniformity at the junction of two distributor loads. The beginning and ending of each shot of asphalt shall start and stop on a strip of heavy craft paper of not less than thirty (30) inches in width.

In areas inaccessible to the distributor, asphalt shall be applied by means of a hose and spray nozzles attached to the distributor. Care shall be

taken during application of any asphalt to shield the curb and gutter from the asphalt spray; satisfactory means of handling this matter will be insisted upon.

3.3 Application of Aggregate

Immediately after making the first application of asphalt, the surface shall be covered with No. 1 aggregate. The aggregate shall be spread with an approved self-propelled continuous feet aggregate spreader box, or approved equal, at rates as specified below or as directed by the Engineer. If necessary to obtain uniform distribution of aggregates, hand brooming and hand spotting of aggregates will be required. After completion of placing the aggregates, all areas shall be bull-wheeled with a three- wheeled roller weighing not less than 8 tons followed immediately by two complete passes with an approved self propelled pneumatic roller.

The second application of asphalt shall then be made and the No. 2 aggregate shall be applied in the same manner as stated above for the No. 1 aggregate. The Contractor shall be responsible for the maintenance of the surface and the distribution of the excess aggregate until the work is accepted.

On the two successive days following completion of the work as specified above, all areas shall be rolled with at least four complete coverage's with a pneumatic roller. This rolling shall be done in the warm part of the day.

3.4 Rate of Application of Materials

The asphalt and aggregate shall be applied at the rates specified in the following schedule:

Double Asphalt Surface Treatment

Application	Aggregate Gal. Asphalt/Sq. Yd.	Aggregate Cu. Yd. To Sq. Yds.	Designation
First	0.30	1:70	No. 1
Second	0.40	1:110	No. 2

3.5 Cleanup

After completion of the asphalt surfacing, all debris resulting from the construction shall be cleaned up and removed from the site of the work to

an approved place of disposal. The ditches, shoulders and back slopes shall be bladed and graded to true grades and cross sections as shown on the plans. The entire premises of the work shall be left in a clean condition satisfactory to the Engineer, and all costs of cleanup shall be included in the contract unit prices for the items of work involved.

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2. MATERIALS....1
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Viscosity Grade AC-5....1
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3/2006

PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL COAT

1. GENERAL

This item includes patching, milling and incidentals to prepare the asphaltic concrete surface for tack coating and overlay or for application of a seal coat.

2. MATERIALS

a. Asphalt

Asphalt for hot mix asphaltic concrete shall be Grade ACl0 Texas Highway Department Item 300.

Asphaltic concrete shall be Type D or Type F Texas Highway Department Item 340 except when the overlay is the second phase of phased construction in which case the asphaltic concrete for full depth patching shall be the grade as shown on the plans.

b. Portland Cement Stabilized Base

Cement stabilized base shall conform to Texas Highway Department Item 274 and shall consist of caliche base materials described in Section 2-C of this specification. Stabilized using 2 sacks of Portland cement per cubic yard. Cement stabilized base may be blade mixed at or near the job site if the contractor can produce a uniformly mixed acceptable product by this method.

3. PATCHING

a. Patching Surface Raveling

Where, in the opinion of the engineer, surface raveling has caused sufficient loss of material to require patching, the contractor shall thoroughly clean the area to be patched by brooming, and/or compressed air nozzle. When the patched area is completely free of loose aggregate and other foreign matter the contractor shall lightly brush the area with emulsified asphalt type SS1 and apply Type F hot mix asphaltic concrete. The asphaltic concrete shall be raked using an asphalt rake and finished smooth a little higher than the existing surrounding surface and compacted using a steel wheel roller and/or a pneumatic roller. Rollers shall be sufficient size and weight to achieve

adequate compaction. Small areas may be compacted using vibrating plate compacters when approved by the Engineer.

b. Patching Deteriorated Surface

When, in the opinion of the engineer, the surface has deteriorated to a point where replacement is required the engineer shall mark the area to be removed and replaced. The contractor shall saw cut for the full depth of the asphaltic concrete and remove said pavement. The saw cut shall be rectangular in shape with the edges being parallel to and at 90` to the centerline of the street. The minimum width for any patch shall be one (I') foot. After the surface has been removed the base shall be carefully smoothed and all loose base material shall be removed. When needed the base shall be reprimed using a light shot of RC 250 or MC 30 asphalt. After the prime coat has penetrated the base material, the contractor shall apply tack coat to the sawed edges of the surface and place Type D asphaltic concrete to a sufficient depth above the existing surface to provide a compacted surface slightly higher than the adjacent surface. The patch shall be compacted to a density of 92% to 97% Rice density using steel wheel and or pneumatic rollers.

c. Patching Deteriorated Substructure

When the base and or subgrade have failed and are to be removed, the contractor shall remove the surface as specified for deteriorated surface patching. The weakened base shall be removed to a uniform depth to expose undamaged base or subgrade. The minimum depth of removal shall be six (6") inches. The base and subgrade thus removed shall be replaced with Portland cement stabilize base and compacted to 95% modified proctor density and finished at the level of the abutting base. The finished base shall be primed and the surface replaced as specified for patching deteriorated surface.

4. MILLING

Surface milling shall be accomplished using approved asphalt milling machines. The maximum depth of milling shall be one (I") inch.

Milling shall be as directed by the engineer to remove asphaltic concrete placed at valley gutters, gutters and at the ends of the first phase of phased construction for drainage and to remove the asphaltic concrete placed for a smooth connection between that phase and the existing paving. The Engineer may also direct milling to

remove ridges and ruts that have formed on the pavement surface.

The Contractor shall be responsible for controlling the milling operation so that only these areas which require milling are milled. No measurement or payment will be made for milling where only superficial surface marks are left and from which no material is removed. When milling is required to remove ridges and ruts the low areas between ridges and ruts will be considered as "milled surface" for payment.

If a smooth straight joint can not be made by milling the contractor may be required to saw cut a one (l") inch depth groove at the edge of the milled area and remove material between the saw cut and the milled area by hand. No separate payment will be made for this saw cut when required.

5. MEASUREMENT AND PAYMENT

a. Patching Surface Raveling

Measurement will be made of the actual square footage of surface area patched. Payment will be made at the price bid per square foot for patching surface raveling in the bid proposal.

b. Patching Deteriorated Surface

Measurement will be made of the square yards of street surface replaced.

Payment will be made for the actual number of square yards of street surface replaced at the price bid per square yard for patching deteriorated surface in the bid proposal.

c. Portland Cement Stabilized Base

Measurement will be made of the actual cubic yards of compacted cement stabilized base in place.

Payment will be made at the price per cubic yard bid for compacted in place Portland cement stabilized base in the bid proposal.

d. Saw Cutting

Measurement will be made of the actual length of full depth saw cut made as directed by the engineer. No measurement will be made of the sawing required to square up poor milling edges.

Payment will be made at the price per linear foot of full depth saw cutting for the actual number of feet of saw cut as measured above.

No payment will be made for saw cutting required to square up the edges left by improper, inadequate or poor quality milling.

e. Milling

Measurement will be made of the actual area milled. No measurement will be made of areas where milling leaves only superficial surface marks from which no material was removed.

Payment will be made for the actual number of square yards of surface milling as measured above at the unit price bid per square yard of surface milling in the bid proposal.

SEAL COAT

I. DESCRIPTION

This item shall consist of the application of liquid asphalt to the existing pavement surface followed by placement of cover aggregate and rolled to increase adhesion, together with other operations necessary to form a complete durable seal coat.

II. MATERIALS

A. Asphaltic Materials

The material shall be homogeneous, shall be free from water, shall not foam when heated to 347 degrees F and shall meet the following requirements:

		VISCOSITY GRADE	
TEST		AC-5 Min/Max	AC-10 Min/Max
Viscosity, 140 F stokes		500+100	1000+200
Viscosity, 275 stokes		1.4	1.9
Penetration, 77F, 100g, 5 sec.		135	85
Flash Point, C.O.C.F.		425	450
Solubility in trichlorethylene	%	99.0	99.0
Tests on residues from thin film oven test: Viscosity, 140 F stokes		1500	3000
Ductility, 77 F 5cms per min, cms		100	70
Spot Test		Negative for all grades	

B. Storage, Heating and Application Temperatures

Asphalt materials should be applied at the temperature which provides proper and uniform distribution and within practical limits avoiding higher temperatures than necessary. Satisfactory application usually should be obtained within the recommended ranges shown below. No material shall be heated above the following maximum temperatures:

Applications and Mixing

TYPE-GRADE	Recommended Range, F	Maximum Allowable, F	Heating and Storage Maximum, F
AC-5, 10	275-350	375	400

NOTE:Heating of asphalt materials (except emulsions) constitutes a fire hazard to various degrees. Proper precautions should be used in all cases and especially with RC cutbacks.

Warning to Contractors: Attention is called to the fact that asphaltic materials are very flammable. The utmost care shall be taken to prevent open flames from coming in contact with the asphaltic materials or the gases of same. The Contractor shall be responsible for damages from any fires or accidents which may result from heating the asphaltic materials.

C. Additives

1. Latex Additive: A minimum of two percent by weight latex additive (solids basis) shall be added to AC-5 asphalt when specified on the plans or in other specifications in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ratio, B/S 70/30
Minimum solids content 67%
Solids content per gal @ 67% ..... 5.3 lbs
Coagulum on 80-mesh screen ..... 0.1% max

Type Anti-oxidant ..... staining
Mooney Viscosity of Polymer
(M/L4 @ 212 F) ....100 min
pH of Latex ..... 9.4 - 10.5
Surface Tension ..... 28-42 dynes/cm^2
Brookfield Viscosity
of Latex ..... 1200 ps max @ 67% solids

The finished latex-asphalt shall meet the following requirements:

Viscosity at 140 F, stokes ..... 1500 max
Ductility at 39.2F, 1cm per min, cm..... 100 min

2. Anti-stripping Agent. An approved liquid anti-stripping agent shall be added to the asphalt used on this project when called for on the plans or elsewhere in the specifications or bid proposal. The rate of application shall be in accordance with the manufacturers recommendations. The minimum anti-stripping agent added shall be one/half (1/2) of 1%. The anti-stripping agent shall be Permatac or approved equal.

D. Regular Aggregate

Regular aggregate shall be Type B Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 302 of the Texas State Department of Highways and Public Transportation (T.S.D.H.P.T.) 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Limestone other than natural limestone rock asphalt will not be approved for use on this project.

2. Aggregate shall contain not more than 1% by weight of organic matter, clays, loam or pebbles coated therewith and shall contain not more than 5% by weight of any one of or combination of slate, shale, schist or soft particles of sandstone when tested in accordance with Test Method Tex-217-F.

3. Aggregate Gradation, expressed as a percentage of weight, shall be as follows:

Grade 4	Percent by Weight		
Retained on 5/8" sieve			0
Retained on 1/2" sieve	0	-	2
Retained on 3/8" sieve	5	-	35
Retained on No. 4 sieve	80	-	100
Retained on No. 10 sieve	98	-	100
Passing No. 200 sieve	0	-	0.5

Grade 5	Percent by Weight		
Retained on 1/2" sieve			0
Retained on 3/8" sieve	0	-	5
Retained on No. 4 sieve	40	-	85
Retained on No. 10 sieve	98	-	100
Retained on No. 20 sieve	99	-	100

When no aggregate grade is shown on the plans or called for elsewhere in the specifications or bid proposal, Grade 5 aggregate will be furnished.

4. The percent of wear, as determined by ASTM C-131, shall not exceed 25%.

5. The percent loss of the aggregate, as determined by ASTM C-88 using a magnesium sulfate solution and a four cycle test, shall not exceed 30%.

E. Precoated Aggregate

Precoated aggregate shall be Type PB Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 304 of the T.S.D.H.P.T. 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Those exceptions listed in Paragraph II 2(B) above.

2. The precoated aggregate shall be coated with 1.0 to 2.0 per cent by weight of asphaltic cement of Grade AC-20.

F. Joint Paper

Paper used for starting and stopping asphalt application, as well as making fabricated paper discs to protect manhole covers and valve covers, shall be a non-absorbent, high grade 60# Kraft paper, 30" in width.

The contractor shall cover all manhole and valve box lids with paper discs, furnished by Contractor, immediately before application of asphalt and remove same immediately after application of rock.

G. Delivery Tickets

A legible copy of the delivery tickets for all materials to be used on this project shall be furnished to the City's representative at the time materials are delivered to the project stock pile and storage site.

III. CONSTRUCTION METHODS

A. Equipment

In general, all equipment used on this project shall be in good working order and in sufficient quantity to insure proper expedition of the seal operation.

1. Asphalt Handling Equipment

The asphalt distributor shall have been recently calibrated and the Engineer shall be furnished an accurate and satisfactory record of such calibration. The distributor shall be an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide all necessary facilities for determining the temperature of the asphaltic material in all of the heating equipment and in the distributor, for determining the rate at which asphalt is applied, and for securing uniformity at the junction of two distributor loads. All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphaltic material shall be kept clean and in good operating

condition at all times, and they shall be operated in such manner that there will be no contamination of the asphalt with foreign material. It shall be the responsibility of the Contractor to provide and maintain in good working order a recording thermometer at the storage heating unit at all times.

2. Drag Broom

A drag broom shall be required if the aggregate is not properly distributed. The drag broom shall be furnished at no additional cost to the City.

3. Pneumatic-tire Roller

Pneumatic-tire rollers shall be of the self-propelled type consisting of not less than 7 pneumatic-tired wheels, running on axles in such manner that the rear group of tires will not follow in the tracks of the forward group, and mounted on a rigid frame and provided with a loading platform or body suitable for ballast loading. The roller shall be not less that 10 tons in weight and carry not less than 50 pounds pressure in each tire.

4. Aggregate Spreader

Aggregate spreader shall be an approved self-propelled continuous feed aggregate spreader. The spreader shall be equipped with a disposable trash box for placing debris removed from spreader box scalping screen.

5. Miscellaneous Equipment

The Contractor shall have available for immediate use at no additional cost one rock blade and one drag broom if their use is required by the Engineer. These pieces of equipment shall not be pulled by rollers. In addition, the Contractor shall furnish one tail gate aggregate spreader and one dump truck, equipped to receive the tail gate spreader.

6. Truck Scale

A truck scale conforming to the requirements of item 520 of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" shall be furnished by the Contractor at aggregate stockpile sites.

B. Surface Preparation

The City of Midland will sweep all streets to be sealed ahead of the Contractor. This sweeping by the City of Midland is not intended to be a final cleaning preparation for the application of asphalt but is intended as an aid to the Contractor.

Prior to placing the seal coat, loose dirt and other objectionable material shall be removed from the existing surface by the Contractor. The surface will be cleaned with rotary brooms. Hand brooms will be used in areas not accessible to the rotary broom. The Engineer shall approve all streets before application of any asphalt.

C. Application of Bituminous Material

Paper shall be spread on the surface for a sufficient distance back form the end of each application so that flow through sprays may be started and stopped on the paper, and so that all sprays will operate properly over the entire length being treated.

No asphaltic material shall be applied when the total of air temperature plus pavement surface temperature is less than 120" F.

No equipment or vehicular traffic shall be allowed to cross over joint paper in place, except the distributor.

Immediately following the application of asphaltic material, the Contractor shall remove all joint paper and load same on a designated vehicle. At the end of each day, all paper shall be disposed of at the City Landfill.

Following all preparation outlined above, the Contractor shall immediately apply asphaltic materials at the specified rates and temperatures designated by the Engineer.

If the Contractor employs only one distributor in the seal operation, he shall be required to seal all designated filets and street stubs in the seal area before moving to another section of the City. If two distributors are used, one distributor will be employed only to seal filets and street stubs.

The use of a second distributor to seal filets and street stubs shall require the following additional equipment; one dump truck equipped with tailgate spreader, and one self-propelled pneumatic roller. All rolling shall be deferred until aggregate is dry.

D. Application of Aggregate

Aggregate shall be immediately and uniformly applied and spread by an approved self-propelled continuous-feed aggregate -8- spreader, unless otherwise authorized by the Engineer. Aggregate shall be applied at the approximately rate directed by the Engineer.

Vehicles used to transport aggregate from stockpiled area to spreading machine shall be weighed and a weight ticket issued for each load. Weight tickets shall show truck identification No., tare weight of truck, gross weight, and net weight of aggregate. The weight ticket shall be delivered to the city's representative at the aggregate spreader.

E. Rolling

A minimum of three (3) rollers shall be employed by the Contractor. Rolling shall be controlled by the Engineer during the entire project. The speed of all rollers will be held to a maximum of 5 miles per hour during the rolling process. When surface moisture is present on aggregate, "Rolling shall be deferred until aggregate is dry.

F. Stockpiling

All aggregate stockpiles shall be placed on a paved surface or areas acceptable to the Engineer.

When dust from the aggregate creates a nuisance or when aggregate fails to adhere to the asphalt the Engineer may require the Contractor to "water down" the aggregate stock pile.

When, directed by the Engineer, or desired by the Contractor, aggregate stockpiles will be "watered down". When the "watered down" aggregate does not adhere to the asphalt properly the Engineer may direct that water for this purpose contain 5% EA10S emulsified asphalt and/or an approved wetting agent. The Engineer may direct the contractor to increase the amount of emulsified asphalt added to the water if, in his opinion, desired results are not being achieved. No separate payment shall be made for emulsified asphalt, water or wetting agent but the cost shall be considered as an incidental cost for furnishing satisfactory aggregate.

G. Cleanup

Clean up shall be maintained on a timely manner as the work progresses. All debris scattered on the sidewalks and driveways shall be swept up by the Contractor. Sweeping debris onto freshly sealed streets shall not be allowed.

City forces will remove excess aggregate from the street and gutters after the project is completed.

H. Maintenance

The Contractor will be required to maintain all sealed streets until final acceptance of the project by the Engineer. Maintenance shall consist of adding additional coverstone when required, rolling, pony blading, or drag brooming.

IV. MEASUREMENT

Asphaltic material shall be measured in gallons at the applied temperature at the point of application.

Aggregate shall be measured by the ton in vehicles as delivered to the aggregate spreader and applied on the street. Trucks will not be allowed to leave the construction area with a partial load. If it becomes necessary for a truck to leave the area because of mechanical failure or other reasons, a second weigh ticket for that truck will be required.

Rolling shall be measured by the hours of actual rolling for each roller.

V. PAYMENT

Payment shall be made as provided under "Measurement" at the unit price bid for "aggregate", "asphalt", and "rolling" and shall be full compensation for furnishing and incorporating the materials "Aggregate" and "Asphalt" (and additives where applicable) into a composite product; for delivering, stockpiling; for brooming, compaction, and rolling; for cleaning the existing surface; for cleaning excess bituminous material; cleaning gutters; for cleaning sidewalks and driveways; for cleaning stockpile sites; for all required maintenance; for pony blading; for drag brooming; for adding additional cover aggregate; for all labor, equipment, supervision, tools, overhead, profit, and any other incidentals necessary to complete the work required under the conditions of these plans and specifications to the satisfaction of the Engineer.

08/07

ASPHALT - RUBBER SEAL COAT

(Stress Absorbing Membrane)

1. SCOPE

This specification covers the material, equipment, and construction procedures for a Stress Absorbing Membrane (seal coat).

2. PREQUALIFICATION OF A NEW ASPHALT-RUBBER MATERIAL

Pre-qualification of a new asphalt-rubber material or applicator may be requested at any time. Pre-qualification will be based on three controlled field applications evaluated after three years' performance under traffic. New asphalt-rubber material that has been evaluated and pre-qualified by an agency recognized nationally may be pre-qualified by that agency upon disclosure of suitable evidence of successful performance. Notwithstanding other agency pre-qualification, the City reserves the right to withhold pre-qualification pending the performance evaluation of local controlled field applications.

3. MATERIALS

3.1 Asphalt

The grade of asphalt cement for the asphalt-rubber mixture shall be AC - 5 or AC - 10 which shall comply with the requirements of Item 300 "Asphalt, oils and emulsions" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges. The grade selected shall be based on laboratory testing by the asphalt-rubber supplier, to insure compatibility with the granulated reclaimed rubber.

If indicated necessary by laboratory testing, an approved anti-stripping additive may be added to the asphalt cement up to 1.0 percent by weight of asphalt.

3.2 Granulated Reclaimed Rubber

The granulated reclaimed rubber used shall be produced primarily from the processing of automobile and truck tires. The rubber shall be produced by ambient temperature grinding processes only.

The gradation of the granulated reclaimed rubber when tested in accordance with ASTM C-136 and using a 50 gram +/- 1 gram sample, shall meet the

following requirements:

Sieve Sizes	Percent Passing
#8	100
#10	95 - 100
#16	40 - 60
#30	0 - 10
#50	0 - 5

The use of rubber from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements.

The individual granulated rubber particles, irrespective of diameter, shall not be greater in length than 3/16 inch (5mm).

The granulated rubber shall have a specific gravity of 1.15 +/- 0.05 and shall be free of loose fabric, wire and other contaminants except that up to 4 percent (by weight of rubber) calcium carbonate or talc may be added to prevent rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce a foaming problem when blended with the hot asphalt cement.

The granulated reclaimed rubber shall be accepted by certification from the rubber supplier.

3.3 **Diluent**

The diluent shall have the following properties:

Flash Point	130° F Minimum
Initial Boiling Point (ASTM D-86)	340° F Minimum
Dry Point (ASTM D-86)	390° - 415° F
Total Saturates	85% Minimum

3.4 **Asphalt - Rubber**

The asphalt-rubber supplier shall furnish to the engineer a minimum of 10 days before the beginning of membrane placement, the asphalt-rubber mix formulation which shall contain the following information:

Asphalt Cement
Source of Asphalt Cement

Grade of Asphalt Cement
Percentage of Asphalt Cement by total weight of the asphalt-rubber mixture.

Granulated Reclaimed Rubber
Source of Granulated Rubber
Grade of Granulated Rubber
Percentage of Granulated Rubber by total weight of the asphalt-rubber mixture.

If granulated rubber from more than one source is utilized the above information will be required for each granulated rubber used.

Diluent
Source of Diluent
Grade of Diluent
Percentage of Diluent allowable by volume of the asphalt-rubber mixture.

3.5 **Cover Aggregate**

Aggregate shall be composed of a clean and durable crushed rock, crushed gravel or crushed slag conforming to Item 304 "Aggregate for Surface Treatments (pre-coated)" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges, grade No. 3 or No. 4.

Proposed aggregate samples shall be submitted to the asphalt-rubber supplier a minimum of 21 days prior to application, to test for aggregate stripping characteristics. The results shall be submitted to the engineer. Anti-strip will be included as a contingency bid item.

4. **EQUIPMENT**

4.1 **General**

The equipment used by the contractor shall include a self propelled rotary power broom or mobile pickup broom for pavement cleaning and excess cover material removal.

4.2 **Asphalt-Rubber Equipment**

All equipment utilized in the production and application of the asphalt-rubber shall be so designed and accessible that the Engineer can readily determine

the percentage by weight for each material being incorporated into the mixture and shall be as described as follows:

4.2.1 An asphalt heating tank with a hot oil heat transfer system or retort heating system capable of heating asphalt cement to the necessary temperature for blending with the granulated rubber. This unit shall be capable of heating a minimum of 3,000 gallons of asphalt cement.

4.2.2 An asphalt-rubber mechanical blender with a two stage continuous mixing process capable of producing a homogenous mixture of asphalt cement and granulated rubber, at the mix design specified ratios, as directed by the engineer. This unit shall be equipped with a granulated rubber feed system capable of supplying the asphalt cement feed system, as not to interrupt the continuity of the blending process. A separate asphalt cement feed pump and finished product pump are required. This unit shall have both an asphalt cement totaling meter in gallons and a flow rate meter in gallons per minute.

4.2.3 A truck mounted self powered distributor truck equipped with a retort heating unit, and an internal mixing device capable of maintaining a uniform mixture of asphalt cement and granulated rubber. It shall be equipped with a full circulating spreader bar and a pumping system capable of applying asphalt-rubber material within +/- .05 gallons per square yard tolerance of the specified application rate and must give a uniform covering of the surface to be treated. The distributor shall have a boot board on the rear of the vehicle and a bootman shall accompany the distributor. The bootman shall ride in a position so that all spray bar tips are in full view and readily accessible for unplugging if a plugged tip should occur. The distributor shall also include a tachometer, pressure gauge, volume measuring device and a thermometer.

4.3 Cover Material Spreader

The cover material (chip) spreader shall be a self-propelled machine with an aggregate receiving hopper in the rear, belt conveyors to carry the aggregate to the front, and a spreading hopper equipped with a full-width distribution auger and spread roll. The spreader shall be in good mechanical condition and be capable of applying the cover material uniformly across the spread at the specified rate.

4.4 Rolling Equipment

A minimum of three operational self-propelled pneumatic-tired rollers shall be used for the required rolling of the cover material. The pneumatic tired rollers shall carry a minimum loading of 3,000 pounds on each wheel and a

minimum air pressure of 100 pounds per square inch in each tire.

4.5 Hauling Equipment

Trucks for hauling cover material shall be tailgate discharge and shall be equipped with a device to lock onto the hitch at the rear of the cover material spreader. Haul trucks shall also be compatible with the cover aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short a bed which results in aggregate spillage while dumping into the receiving hopper.

5. CONSTRUCTION

5.1 General

Streets to receive the asphalt-rubber stress absorbing membrane or seal coat shall be prepared in accord with Section 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat" of these specifications.

Immediately prior to the application of the asphalt-rubber membrane, the surface shall be thoroughly cleaned in order to insure adequate adhesion of the asphalt-rubber to the pavement.

Due to the handling characteristics of asphalt-rubber, when radii and other irregular areas are to be sealed it is recommended that this be done with an RS or CRS chip seal emulsion or paving grade asphalt cement.

5.2 Asphalt-Rubber Mixing and Reaction

The percentage of granulated rubber shall be 23 percent plus or minus 3 percent by weight of total asphalt-rubber mixture, the exact granulated rubber content shall be as determined by the mix design submitted by the asphalt-rubber supplier. During membrane placement the granulated rubber percentage shall not fluctuate more than 1 percent by weight of total asphalt-rubber mixture.

The temperature of the asphalt cement shall be between 350° and 400° F at the addition of the granulated rubber. The asphalt and rubber shall be combined and mixed together in the asphalt-rubber blending unit and reacted in the distributor for a period of time as required by the engineer which shall be based on laboratory testing by the asphalt-rubber supplier. The temperature of the asphalt-rubber mixture shall be above 350° F during the reaction period.

After the reaction between asphalt cement and granulated rubber has occurred, the viscosity of the hot asphalt-rubber-mixture may be adjusted for spraying and/or better "wetting" of the cover material by the addition of a diluent. The diluent shall comply with the requirements of Section 3.3 and shall not exceed 7.5 percent by volume of the hot asphalt-rubber mixture.

When a job delay occurs after full reaction, the asphalt-rubber may be allowed to cool. The asphalt-rubber shall be reheated slowly just prior to application but not to a temperature exceeding 350° F. An additional quantity of diluent not exceeding 3 percent by volume of the hot asphalt-rubber mixture may be added after reheating.

5.3 Application of Asphalt-Rubber Material

Placement of the asphalt-rubber membrane shall be made only under the following conditions.

1. The pavement surface temperature shall be 45° F and rising.

2. The pavement surface is clean and absolutely dry.

3. The wind conditions are not excessive.

4. All construction equipment such as asphalt-rubber distributor, cover material spreader, haul trucks with cover material, and rollers are in position and ready to commence membrane placement operations.

5. Rain is not imminent.

The asphalt-rubber mixture shall be applied at a temperature of 300° to 350° F at a rate of between .55 and .65 gallons per square yard. Transverse joints shall be constructed by placing building paper across and over the end of the previous asphalt-rubber application. Once the spraying has progressed beyond the paper, the paper shall be removed immediately and disposed of as directed by the engineer. All longitudinal joints shall not exceed a four inch overlap.

5.4 Application of Cover Material

Cover material shall be applied immediately to the asphalt-rubber after spreading at a rate of 25 to 35 pounds per square yard.
At the time of application to the asphalt-rubber, cover material shall be

surface dry so as to gain proper adhesion to the asphalt-rubber material.

5.5 Rolling

At least three operational pneumatic-tired rollers complying with the requirements of Section 4.4 shall be provided to accomplish the required embedment of the cover material. At some project locations or where production rates dictate, fewer rollers may be utilized as directed by the engineer. At no time shall there be less than two operational pneumatic tired rollers on a project.

Sufficient rollers shall be used for the initial rolling to cover the width of the aggregate spread with one pass. The first pass shall be made immediately behind the cover material spreader, and if the spreading is stopped for an extended period, the cover material spreader shall be moved ahead or off the site so that all cover material may be immediately rolled. Four complete passes with rollers shall be made with all rolling completed within one hour after the application of the cover material.

5.6 Traffic Control

Except when it is necessary that hauling equipment must travel on the newly applied membrane, traffic of all types must be kept off the membrane until it has had time to set properly. The speed of all hauling equipment shall not exceed 15 miles per hour when traveling over a membrane which is not adequately set. The minimum traffic free period shall not be less than one hour.

5.7 Removing Loose Cover Material

Sweeping can begin a minimum of one hour after membrane placement.

5.8 Method of Measurement and Basis of Payment

5.8.1 Asphalt-Rubber

a) Measurement will be made of the actual number of gallons of Asphalt-Rubber including asphalt placed in accord with these specifications.

b) Payment will be made at the price bid per gallon of Asphalt-Rubber in the bid proposal and will be full compensation for furnishing all asphalt, rubber, extender and for all labor,

equipment and incidentals for placing the asphalt-rubber on the Street surface.

5.8.2 **Cover Aggregate**

a) Measurement will be made of the actual number of tons of pre-coated aggregate placed in accord with these specifications.

b) Payment will be made at the price bid per ton of pre-coated aggregate in the bid proposal and shall be full compensation for furnishing all pre-coated aggregate and for all labor and equipment including rollers and rolling for the complete surface in place.

5.8.3 **Rolling**

a) No measurement will be made of rolling but rolling shall be considered as incidental to placing of the cover aggregate.

b) No separate payment will be made for rolling. The cost of rolling shall be included in the price per ton of cover aggregate in the bid proposal.

5.8.4 **Anti strip agent**

a) Anti stripping agent, when used, shall be measured by the gallon.
b) Payment for anti stripping agent shall be made at the price per gallon of anti stripping agent bid in the bid proposal.

08/07

POLYMER MODIFIED SLURRY SEAL (MICRO-SURFACE)

I. SCOPE

This specification covers the design, application, testing, quality control and measurement and payment for a complete in place "polymer modified micro surface" constructed on existing paved surfaces cleaned and prepared in accordance with the item 2-C-1 "PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL".

2. DESCRIPTION

This specification covers all materials, equipment, construction and application procedures for rut filling and/or surfacing of existing paved surfaces. The micro-surfacing shall be a mixture of cationic polymer modified asphalt emulsion, mineral aggregate, mineral filler, water and other additives, properly proportioned, mixed and spread on the paved surface in accordance with this guideline and as directed by the Engineer.

3. MATERIALS

3.1 Emulsified Asphalt

(1.) The emulsified asphalt shall be a cationic emulsified type, designated as CSS-1P and shall comply with the following requirements.

	Min.	Max.
Viscosity, Saybolt Furol, 25 C (77 F), Sec.	**20**	**100**
Storage Stability test, one day, percent	**-**	**1**
Particle charge test		**Positive**
Sieve test, percent	**-**	**0.1**
Distillation:		**-** **-**
Oil distillate, by volume of emulsion, %	**-**	**0.5**
Residue, %		**62** **-**
Test on Residue from Distillation:		
Penetration, 77 F, 100 g, 5 seconds	**55**	**90**
Ductility, 77 F, 5 cm/min, cm	**70**	**-**
Solubility in trichloroethylene , %	**97**	**-**
Softening Point, R. & B., F	**135**	**-**
Viscosity, absolute 60 C (140 F), Poise		**8000** **-**

This standard distillation procedure shall be modified as follows: The temperature on the lower thermometer shall be brought slowly to 350 degrees plus or minus 10 degrees F and maintained at this point for 20 minutes. Complete the total distillation in 60 plus or minus 5 minutes from the first application of heat.

(2). The emulsion shall be modified with an approved Polymer. The distillation residue of the modified emulsion shall contain a minimum of three percent (3%) polymer solids by weight. The modified emulsion shall pass all applicable storage and settlement tests. The polymer material shall be milled into the emulsion or blended into the asphalt cement prior to the emulsification process. The cement-mixing test shall be waived for this emulsion.

(3). The polymer modified emulsified asphalt shall be so formulated that when the paving mixture is applied with the relative humidity at not more than 50% and the ambient temperature at least 75° F, the paving mixture will sufficiently cure so that uniformly moving traffic can be allowed in approximately one hour. Locations such as driveways, Intersections and where sharp turning may take place or where vehicles may accelerate sharply, additional curing time may be required.

(4). The contractor shall notify the Engineer of the source of his asphaltic material prior to the design or production of the surfacing mixture and this source shall not be changed during the course of the project, except on written permission by the Engineer.

3.2 Mineral Aggregate

(1) Description. One Hundred percent (100%) of the mineral aggregate shall be crushed and shall be composed of clean, tough and durable particles of traprock, granite, sandstone or other approved aggregates. A sand equivalent of 65 or higher is required. The aggregate shall have a weight loss of not more than 12% when sodium sulfate is used or 18% when magnesium sulfate is used in accordance with Test Method Tex-411-A, using 5 cycles. The aggregate shall be one that has proven resistant to polishing in roadway surfacing.

(2.) Grades. When tested by Test Method Tex-200-F, Part I, the gradation requirements shall be as follows:

Grade 1 (Fine Graded Surface Course)	Percent Aggregate By Weight
Passing 3/8" sieve	100
Passing No. 4 sieve	98-100
Passing No. 8 sieve	75 -90
Passing No. 16 sieve	50- 75
Passing No. 30 sieve	30- 50
Passing No. 50 sieve	18- 35
Passing No. 200 sieve	5 -15

Grade 2 (Coarse Graded Surface Course)	Percent Aggregate By Weight
Passing 1/2" sieve	100
Passing 3/8" sieve	99-100
Passing No.4 sieve	86- 94
Passing No. 8 sieve	45- 65
Passing No. 16 sieve	25- 46
Passing No. 30 sieve	15 - 35
Passing No. 50 sieve	10 - 25
Passing No. 200 sieve	5- 15

(3.) Mineral Filler. Mineral filler shall be non-air entrained Portland cement that is free of lumps or foreign matter.

3.3 Water

The water shall be portable and shall be free of harmful soluble salts.

3.4 Other Additives

Additives supplied by the emulsion manufacturer may be added to the emulsion mix or to any of the component materials to provide control of the set time in the field.

4. LABORATORY EVALUATION

4.l General

Before work commences, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design shall be performed by the contractors or suppliers laboratory or by a qualified laboratory chosen by the owner. Once the materials are approved, no substitution will be permitted, unless first tested and approved by the laboratory preparing the mix design. The cost of mix design shall be born by the contractor.

4.2 Designing Job Mix

The qualified laboratory shall develop the job mix design and present certified test results for the contractor approval. Compatibility of the aggregate and modified CSS-1P shall be verified by the mix design. The mix design must be made using samples taken from the actual materials proposed for use in the project and in accordance with the procedures and requirements of Article 5.1 below.

5. PAVING MIXTURE

5.1 Mixture Design.

The mix shall be designed in accordance with Texas State Highway Department Bulletin C-14 and Test Method Tex-204-F, using Test Method Tex-227-F to supplement Test Method Tex-201-F and Tex-202-F to conform to the requirements herein. The above laboratory mixing and curing procedures may be modified as approved by the Engineer. The emulsified asphalt content will be selected by the Engineer to provide an optimum laboratory compacted density within the range of 94 to 97%. A minimum Hveem stability of 35 is required for placements exceeding a depth of twice the maximum aggregate size.

This is a mix design requirement, to be verified by testing of trial batch material prior to placement of project material. Hveem Stability testing will be performed by the selected laboratory. The Engineer will determine the frequency of job control density and stability testing. The Contractor shall furnish the mix design for the type of mixture specified together with applicable design worksheets and data. The Bulk Specified Gravity will be determined for each aggregate to be used in the design mixture. If the determined values vary by 0.300 or more, the mixture design will be by the Volumetric Method, Test Method Tex-204-F, Part II. To substantiate the design, trial mixtures will be produced and tested using all of the proposed project materials and equipment prior to any placement. The Engineer may waive trial mixtures if the same design has been proven to be in conformance with these requirements.

5.2 Composition of Mixture.

The Engineer shall approve the design mix and all micro-surfacing materials and methods prior to use and shall designate the proportions to be used within the following limits.

Residual Asphalt	**6 to 9 percent by weight of dry aggregate or 13.5 to 23 percent by volume of the aggregate**
Mineral Filler	**0.5% to 3.0% by dry weight of aggregate**
Modifier	**As required to provide the specified properties**
Water	**As required to provide proper consistency**

5.3 Type

The paving mixture shall consist of a uniform mixture of coarse aggregate, fine aggregate and asphaltic material. The mix may also contain mineral filler and/or additives when required.

The mixture shall be designed so that the mineral aggregate will produce a gradation, which conforms to the limitations for the master grading for the type specified herein. The gradation will be determined in accordance with Test Method Tex-200-F (Dry Sieve Analysis) and shall be based upon aggregate only. The amount of asphaltic material shall conform to the limitation for the type specified.

The aggregate grade shall be as shown on the plans. If no grade is shown on the plan grade 2 aggregate shall be used.

5.4 Tolerances

The aggregate portion of the paving mixture produced shall not vary from the design gradation by more than the tolerances that follow. The material passing the No. 200 sieve is further restricted to conform to the limitations for the master grading for the type specified. The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The method of test for determining the aggregate gradation and asphalt content of the mixture shall be Test Method Tex-210-F or other methods of proven accuracy.

	Percent by Weight or Volume as Applicable
Passing 3/8" sieve, retained on No. 4 sieve	**Plus or minus 5**

Passing No. 4 sieve, retained on No. 8 sieve	**Plus or minus 5**
Total retained on No. 8 sieve	**Plus or minus 5**
Passing No. 8 sieve, retained on No. 16 sieve	**Plus or minus 3**
Passing No. 16 sieve, retained on No. 30 sieve	**Plus or minus 3**
Passing No. 30 sieve, retained on No. 50 sieve	**Plus or minus 3**
Passing No. 50 sieve, retained on No. 200 sieve	**Plus or minus 3**
Passing No. 200 sieve	**Plus or minus 2**

Asphaltic Material Plus or minus 0.5 by wt. or l.2 by vol.

6. EQUIPMENT

6.1 General.

All equipment for the handling of all materials and mixing and placing of the mixture shall be maintained in good repair and operating condition and subject to the approval of the Engineer. Any equipment found to be defective and potentially affecting the quality of the paving mixture will be replaced or, at the option of the Contractor, satisfactorily repaired. It will be the contractor responsibility to prove to the Engineer that the repaired equipment is properly functional.

6.2 Mixing and Proportioning Equipment.

(1.) The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, field control additive and water to a revolving multi-blade twin shafted mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, field control additive and water to maintain an adequate supply to the proportioning controls. The machine shall be equipped with self-loading devices, which provide for the loading of all materials while continuing to lay micro surfacing.

The machine shall be equipped with opposite side driving stations to optimize longitudinal alignment. The machine shall be equipped to allow the mix operator to have full hydrostatic control of the forward and reverse speed during application of the micro-surfacing material.

The self-loading devices, opposite side driving stations and forward and reverse speed controls shall be original equipment manufacturer design.

(2). Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked.

(3) The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

(4) The emulsion pump shall be a positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

(5.) The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box.

(6.) The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler.

6.3 Spreading Equipment.

The paving mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles, screws or augers to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as a final strike off and shall be adjustable and shall break in the middle so that the screed can be adjusted to fit the crown of the street including inverted crowns. The rear seal carrier shall be capable of being fitted with a rubber seal or a steel strike off bar.

The spreading equipment shall be readily adjustable in width so that laying widths can be changed without undue delay before starting each pass if necessary.

The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The seam where two spreads join, shall be neat appearing and uniform.

7. STOCKPILING AND STORAGE.

7.1 Aggregate Storage.

If the mineral aggregates are stored or stockpiled, they shall be handled in such a manner as to prevent segregation, mixing of the various materials or sizes, and contamination with foreign materials. The grading of aggregates proposed for use and as supplied to the mixing plant shall be uniform. Suitable equipment of acceptable size shall be furnished by the Contractor to work the stockpiles and prevent segregation of the aggregates. The mineral aggregate shall be screened and weighed at the contractor stockpile prior to job site delivery. The Engineer shall approve screens and scales.

7.2 Storage and Heating of Asphaltic Materials.

The asphaltic material storage shall be ample to meet the requirements of the plant. Asphalt shall not be heated to a temperature in excess of that specified
in the Item "Asphalt's, Oils and Emulsions" Texas Highway Department 1982 Standard Specifications. All equipment used in the storage and handling of asphaltic material shall be kept in a clean condition at all times and shall be operated in such manner that there will be no contamination with foreign matter.

8. CONSTRUCTION METHODS

8.1 General

It shall be the responsibility of the Contractor to produce, transport, and place the specified paving mixture in accordance with these specifications and as approved by the Engineer.

8.2 Street Preparation

Prior to starting the micro-surfacing operation, streets designated to be surfaced shall be prepared in accordance with item 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal".

8.3 Weather Limitations.

The material shall be spread only when the atmospheric temperature is at least fifty (50 degrees) F and rising and the weather is not foggy or rainy. No material will be placed when the surface on which it is to be placed is below 50° F.

8.4 Final Surface Preparation

Immediately before placing the micro-surface, the area to be sealed shall be thoroughly cleaned of all vegetation, loose aggregate and soil, and moistened. Water for prewetting the surface shall be applied immediately ahead of the spreader box by use of a pressure spray bar equipped with nozzles that produce a fine mist. The rate of application of water shall be sufficient to dampen the entire surface without any free flowing water ahead of the spreader box. The rate of the mist spray shall be adjusted from time to time during the placing operation to accommodate changes in temperature, surface texture, humidity and dryness of the pavement surface.

8.5 Placing the Mix

(1). The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The finished surface shall be neat in appearance without drag marks, excessive buildup or other detracting irregularities.

(2). The speed of operation of the surfacing equipment shall be controlled by the mixer operator at forward speeds between 85 and 225 feet per minute depending on conditions and appearance of the newly placed surface.

If transverse rippling occurs the speed of the equipment shall be reduced until the ripples disappear.

(3). The Engineer shall designate either rubber seal/screed or the steel strike off screed according to the Project requirements.

(4). The depth of mixture in the spreader box shall be carefully controlled to prevent transverse ridging and premature setup of material in the corners of the box and ahead of the screed. In general the depth of mixture in the box should be approximately to the mid point of the auger-agitator.

(5). Auxiliary equipment shall be kept in good working order and free of leaks. Any truck or transport used to bring materials on to the street being surfaced that develops leaks either of the material being transported or fuel and/or oil leaks will be removed from the job site and not allowed to return until it has been thoroughly repaired.

Scales and screens used at the contractors stockpile and storage site shall be kept in good working order.

(6). Spills of surfacing materials or fuel, oil or other detrimental substances on the street ahead of the surfacing operation shall be thoroughly removed before the surface is placed. This may required the operation to be shut down until the street has been cleaned.

(7). No excessive streaks shall be left in the finished surface. When such excessive streaking occurs, the operation shall be immediately stopped and corrective action is taken before resuming the operation.

8.6 Joints

(1). Longitudinal joints shall be placed on lane lines. On residential streets an eight-foot parking lane will be assumed with the centerline being the other lane line.

(2). All longitudinal and transverse joints shall be straight and neat in appearance without excessive build up or bare spots. Any irregularity shall be corrected immediately before the material has started to set up.

(3). The overlap at longitudinal joints shall not exceed 4 inches. When the overlapped pass is only partially set care shall be exercised to avoid skid marks. Any skid marks that occur shall be immediately corrected by removing any partially set material that has been displaced and placing fresh mix in the mark and shaping by use of Lutes, squeegees, hand drags, etc.

Overlapping of longitudinal joints shall not leave a visible build up. Any buildup shall be immediately removed by use of lutes, squeegees, hand drags, shovels or other approved means.

8.7 Mix Stability

The modified mixture shall posses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading; it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

8.8 Hand Work

Areas that cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be hand-worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork. The same type finish as applied by the spreader box shall be required. Handwork shall be completed during the machine applying process.

8.9 Lines

Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance.

8.10 Work Force

The contractor shall maintain a work force of adequate size to accomplish the work as specified herein, including the loading and transporting of materials to the job site, the placing of the micro surface, the monitoring of joints and surface and the correction of any deficiencies that occur.

If, at any time, the Engineer or his representative determines that the work force is not adequate to perform all the tasks required for the proper completion of the micro surfacing, work on the project will be halted until adequate personnel are provided and/or modifications in procedure are implemented that will assure proper placement of the surfacing material.

8.11 Scratch or Level up course

A scratch or level up course will be required on certain streets as shown on the plans and/or as directed by the Engineer. This course shall be the same material as the polymer modified surface course and will be placed in the same manner except the spreader shall be equipped with a steel strike off screed. This screed shall be set to run as close to the pavement surface as practical.

The appearance of this course is not as critical as the final surface so long as any marks or blemishes that occur are not of such magnitude that they will affect the appearance of the final course.

8.12 Correction of Deficiencies and Blemishes

After the laydown work is completed and before final acceptance by the

Engineer, spot application of micro- surfacing material may be required to correct any deficiencies such as streaks, scuff marks, tire tracks, gaps, etc. to improve the ride quality and overall appearance. The spot application shall be performed with a full width spreader box when required.

9. QUALITY CONTROL

9.1 Materials

The contractor will permit the Engineer and/or the Independent laboratory to take samples of the aggregate and asphalt emulsion used in the project at the Engineers discretion. Gradation and sand equivalent tests may be run on the aggregate and residual asphalt content tests on the emulsion. Test results will be compared to specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet the specifications.

9.2 Polymer Modified Micro-Surfacing

Samples of the material may be taken directly from the mixing unit(s). Consistency and residual asphalt content tests may be made on the samples and compared to the specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet specifications.
The Engineer may use the recorders and measuring facilities of the unit to determine application rates, asphalt emulsion content, mineral filler and additive.

9.3 Non-Compliance

If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the contractor, at his own expense, to prove to the Engineer that the conditions have been corrected. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his own expense, to prove to the Engineer that the problems have been corrected and that the
machine is working properly.

10. CLEAN UP

10.1 Protecting and Cleaning Manholes and Valves

Prior to beginning the sealing operation the contractor shall locate all manhole covers and valve boxes in the area to be sealed. Placing one or

more layers of heavy craft paper or other suitable material over them shall protect manhole covers and valve boxes. The protective covering shall be secured in place so that it does not move or tear during the sealing operation. The contractor shall remove the protective covering and any seal material placed over manhole covers and valve boxes as soon as the seal has set sufficiently to prevent damage to the adjoining seal in the process. The edges around manhole covers and valve boxes shall be neat and smooth and shall conform to the shape and size of the manhole cover or valve box.

10.2 Streets

Clean up along streets shall be accomplished as the work progresses and any excess material that is raked onto or otherwise placed on adjoining concrete curb and gutter, valley gutters or fillet areas or on adjacent asphalt or concrete paving shall be removed before it breaks or sets up.

Before a section of street is opened to traffic all clean up work shall be completed on that section.

11. MEASUREMENT AND PAYMENT

11.1 General

Payment will be made for these items listed in the bid proposal only. All work, materials, labor and appurtenance required to complete the project as shown on the plans or called for in the specifications but not listed in the bid proposal shall be considered as incidental and no separate payment will be made. The cost of these incidentals must be included in the price bid for the various items listed in the bid proposal.

11.2 Measurements

(1). Measurement will be made of the actual number of tons of each type or grade of the Composite Polymer Modified Slurry Seal (Micro-Surface) complete in place. For this specification a ton is considered 2000 lbs. and the composite slurry seal mixture is defined as the asphalt,
aggregate and additives.

All materials shall be weighed on certified public scales or the contractor shall place a set of standard truck scales at a site approved by the Engineer. Scales shall conform to the requirements of the item "Weighing and measuring equipment" Texas Highway Department 1982 Standard Specifications.

(2). Aggregate - The quantity of aggregate used in the accepted portions of the work shall be measured by net ticket weight of each individual load of
aggregate shipped to the project from the approved job site scale.

The weight of mineral additive used shall be calculated and included in the total aggregate weight.

(3). Polymer Modified Asphalt Emulsion. The quantity of polymer modified asphalt emulsion in the accepted portion of the work shall be measured by tons of material based on the accepted load tickets issued from the manufacturer. At the completion of the project any unused emulsion shall be weighed back and that quantity deducted from the accepted asphalt emulsion quantity delivered.

11.3 Payment

Payment will be made for the number of tons of micro surface measured at the applicable unit price bid per ton of micro surface in the bid proposal. This payment shall be full and complete compensation for the complete in place micro surface.

08/07

P.V.C. PIPE CASINGS

1. SCOPE

   This item consists of furnishing and installing PVC pipe for casing for future water and electric lines at locations shown on the plans or as directed by the Engineer.

2. MATERIAL

   Pipe shall be ASTM D 1785 schedule 40 PVC pipe or ASTM D 2241 PVC SDR 32.5 pressure pipe. The ASTM designation and schedule or SDR shall be clearly marked on the outside of the pipe.

3. CONSTRUCTION

   Pipe shall be laid in straight alignment and grade in trenches as narrow as the diameter of the pipe can be laid. Pipe shall be placed after the sub grade is prepared but before base material is placed. Bedding under the pipe shall be a minimum of 2 inches in thickness and shall be carefully graded and leveled before pipe is placed. Joints shall be water tight. They may be solvent cement welded using approved materials, or may be made using a gasketed collars or push on gasketed bell and spigot. When collars are used care shall be exercised to assure that the collar is centered over the joint. All joints shall be made in accord with the manufacturer's recommendations. After pipe has been joined and inspected the pipe shall be encased in bedding/encasement material to a thickness of 3 inches above the pipe. Care shall be exercised to be sure the encasement material is worked in under the haunches of the pipe and compacted along the side of the pipe to assure adequate lateral support. The balance of the trench shall be back filled using cement stabilized backfill consisting of 2 sacks of Portland cement to 1 cubic yard of blow sand or crushed caliche mixed with sufficient water to form a stiff place able mixture that can be consolidated in the trench by rodding or vibrating. The back fill shall be "struck off" at the finished sub grade level using square point shovels or suitable screeds. The ends of the pipe shall be tightly plugged to prevent the entrance of water debris or other foreign material. These plugs shall be PVC or rubber stoppers designed to endure until the water lines and/ or electric lines are places.

4. MEASUREMENT AND PAYMENT

   Casing pipe shall be measured by the linear foot along the center of the pipe and shall be paid for at the unit price in the bid proposal.

WATER LINE SPECIFICATIONS

1. SCOPE OF WORK

The work covered by this section consists of all water pipe lines and piping, including valves, valve boxes, tapping sleeves, fire hydrants and other accessories, required to complete the project. The contractor shall furnish all materials, labor, superintendence, tools, equipment and incidentals necessary for the complete construction of this work in accordance with the drawings and these specifications.

2. PIPE AND MATERIAL

2.1 General

Pipe shall be polyvinyl chloride (PVC) AWWA C900, ductile iron AWWA C-151 or steel cylinder concrete pipe AWWA C-303.

2.2 Polyvinyl Chloride (PVC) Pipe

A. PVC pipe furnished for use on this project shall conform to the requirements of AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in., for water distribution pressure class 150, DR18. and shall be NSF approved for potable water supply.

B. The pipe furnished shall have an integral bell designed for joint assembly using elastomeric seals.

C. Markings for the pipe shall include all the requirements of AWWA C900 and the MSF approval stamp.

D. Elastomeric seals shall be furnished by the pipe manufacturer. Seals shall be manufactured to conform with the requirements of ASTM F4 77 and shall be specifically designed for use with the pipe furnished.

E. Lubricants intended for use with PVC pipe and seals (gaskets) shall be compatible with both PVC and the seal material. Lubricant shall not support growth of bacteria and shall not adversely affect the potable quality of the water that is to be transported.

F. Pipe laying lengths shall be 20'.

G. Service taps on PVC water lines shall be made using hinged type or double strap type saddles. Tapping saddles shall support the full circumference of the pipe and shall have a bearing area of sufficient width along the axis of the pipe to prevent distortion of the pipe when saddle is tightened.

No direct taps into the wall of PVC pipe will be permitted.

Seals for tapping saddles shall be recessed into the body of the saddle and shall be

a rubber - compound conforming to the requirements of ASTM F477.

Tapping saddles shall be SMITH-BLAIR Taper Seal Style 313 or DMD Dresser style 194 or approved equal.

H. Tapped connections for water mains and fire lines made on PVC water mains shall be accomplished using full bodied ductile iron tapping sleeves of a pressure rating equal to or greater than the pressure rating of the pipe specified.

I. Bedding for AWWA C900 PVC water pipe shall extend from a minimum depth of 4 inches below the outside of the water line to a minimum cover of 6 inches over the top outside of the water line.

J. AWWA C900 PVC water pipe shall be installed in accord with the applicable requirements for installing ductile iron pipe.

Care shall be taken to install each joint of PVC water pipe to, but not beyond the factory insertion mark on the pipe.

When a joint of PVC water pipe must be cut, the end of the pipe shall be carefully beveled to match the factory bevel on the uncut pipe. An insertion mark matching the factory insertion mark on the uncut pipe must be made before the pipe is inserted into the bell.

When PVC water pipe is to be inserted into a ductile iron fitting or valve, the factory bevel must be removed to form a square plain end pipe.

2.2 (a) Metallic Marking Tape (For PVC Water Pipe)

2.2(a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.2 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted blue on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED WATER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Warning Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.2(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.2(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.3 Ductile Iron Pipe

A. All ductile iron pipe used in the construction of water works improvements shall be Cement Lined and shall be manufactured in accordance with and shall meet the requirements of AWWA Specification C-l5l.

B. Pipe shall be cast in lengths of not less than l2 feet and shall be designed for a working pressure of l50 pounds per square inch. Thickness of ductile iron pipe shall be as shown on the plans and bid proposal or shall be computed in accordance with AWWA Specification C-l50, based on l50 pounds per square inch working pressure for 10 feet of cover and laying condition 2.

C. All ductile iron pipe shall have an exterior, bituminous coating and an inside cement-mortar lining in accordance with the requirements of AWWA Specification C-l04.

2.4 Polyethylene Plastic Tubing

Service lines shall be constructed with polyethylene plastic tubing as specified in ASTM D 2737 with a rating of l60 psi.

2.5 Ductile Iron Pipe Fittings

All fittings for ductile iron pipe and PVC pipe shall be ductile iron and shall be mechanical joint all connections except tees for fire hydrant leads unless shown otherwise on the plans. Tees for connecting fire hydrant leads shall be MJ- with a flange outlet.

All ductile iron fittings shall conform to AWWA Specification C-110, designed for a working pressure of 250 psi. All ductile iron fittings shall have an external coating and shall be cement lined in accordance with the specifications for coating and lining the pipe.

2.6 Pretensioned Concrete Cylinder Pipe

A. The contractor shall furnish and install all concrete cylinder pipe and fittings, including connections and appurtenances complete as shown on the plans and specified herein.

B. The contractor shall submit six (6) sets of full and complete shop drawings on the concrete cylinder pipe and fittings. All of the drawings and data shall be complete and shall include a complete description of the pipe offered, including cuts, tabulated layout and all pertinent engineering data required for a complete evaluation of the submittal. Submittal data shall be in such form and so presented that the Engineer may readily review the data.

C. Prior to delivery of the pipe to the project site, the manufacturer shall furnish an affidavit certifying that all pipe, fittings, and specials, and other products and materials furnished, comply with the applicable provisions of this specification.

D. The pipe manufacturer shall furnish a factory trained, job experienced field representative who shall visit the project periodically during the course of installation. He shall also be subject to call by the contractor and/or engineer to advise and assist with the solution of field problems.

During visits, the representative shall observe all phases of the project including location and condition of pipe strung ahead of the contractor, trench width, if applicable, bedding and backfill, assembly of pipe joints and protection of steel. If, in the opinion of the representative any phase of the installation is unsatisfactory, he shall so advise the contractor's superintendent and also advise the owner or engineer's representative on the job site.

E. All closure sections shall be the jack on type and "field welding" will not be permitted without the written permission of the engineer.

F. Pipe manufacturer will install all necessary taps for the contractor to disinfect and field hydrostatic test the pipe.

G. Pretensioned concrete cylinder pipe, fittings and specials shall be designed, fabricated and tested in accordance with the latest requirements of AWWA C-303, "Reinforced Concrete Pressure Pipe Steel Cylinder Type, Pretensioned, for Water and Other Liquids" with additional requirements or modifications as described herein.

H. Pretensioned concrete cylinder pressure pipe shall be designed for l50 psi, working pressure and manufactured in 32 foot nominal lengths in accordance with the provisions of AWWA Standard C-303.

I. Inspection and Testing

(1) The owner reserves the option to have an independent testing laboratory, at the owner's expense, inspect pipe and fittings at the pipe manufacturer's plant to ensure compliance with the applicable specifications. The owner's testing laboratory and Engineer shall have free access to those parts of the manufacturer's plant that are necessary to ensure compliance with the governing standard. The pipe manufacturer shall notify the owner, in writing, at least two weeks ahead of pipe fabrication as to start of fabrication and fabricating schedule so that the owner can advise the manufacturer as to owners' decision regarding tests to be performed by an independent testing laboratory. In event the owner elects to retain an independent testing laboratory to make material tests and weld test, it is the intent that the tests be limited to one spot testing of each category unless the tests do not show compliance with the standard. If these tests do not show compliance, the owner reserves the right to have the laboratory make additional tests and observations to ensure compliance of the finished product with the standard.

(2) In any event, the manufacturer shall perform the tests described in AWWA C 303, and furnish the owner with a copy of the test reports, if requested, at the expense of the pipe manufacturer. The pipe manufacturer shall furnish the owner with affidavit of compliance as outlined in the standard.

(3) All welds for water tightness in special pipe and fittings that have not been hydrostatically tested may be examined by use of visible dye penetrant system meeting requirement of ASTM El65; however, collar reinforcement and all other lap welds shall be tested by introducing air under l0 psi pressure between the collar and cylinder and checking for leaks around and through the welds with soap solution.

The area to receive the dye penetrant shall be cleaned free from contaminants that might interfere with the penetrant process. The temperature of the steel in the weld area shall be between 60 and l25 degrees F. when the penetrant is applied. Dwell time of six hours shall be allowed after application of the penetrant and developer before interpreting the results.

Defects that are found shall be repaired and the test repeated until all defects

are eliminated. Colored penetrant shall be removed before fittings are lined.

2.7 Casing Pipe

Casing pipe to be installed in bore or open cut may be limited service pipe, corrugated galvanized steel pipe or new straight seam or spiral welded steel pipe. Casing pipe shall be furnished in thickness or gage as shown on the plans.

Limited service pipe proposed for use on this project must be approved a minimum of four (4) working days prior to the time of opening bids and shall be in good condition and shall meet the same service requirements as the corrugated galvanized steel or welded steel pipe.

Welded steel casing pipe shall be coated inside and out using a coal tar epoxy or shall be bituminous coated in side and out by the hot dip method.

2.8 Bedding Materials

A. All water pipelines placed on this project shall be bedded with crushed stone bedding materials to the minimum as shown on the plans and in the Detail Drawings.

B. Granular material furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note, all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM c33 Grade #57	X			
ASTM C33 Grade #67	X			
ASTM C33 Grade #8		X	X	
THD 1982 ITEM 302 Type "D" Grade #4		X	X	
THD 1982 Item 302 Type "D" Grade #5			X	
Crusher Fines**			*X	X

* 100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the 3/4" sieve.

** Approximate Gradation for Crusher Fines

Sieve Size	% Passing
2 inch	100
#4	35 - 100
#10	20 - 100
#40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

C. Granular materials provided for Foundation, Bedding, Encasement, or backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B Bedding where specified.
Granular Encasement	Placed below an elevation one half (6") foot above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.
Granular Backfill	Placed below the surface base course, if any, as the second stage of backfill, to minimize trench settlement and provide support for surface improvements.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

3. VALVES AND VALVE BOXES

3.1 General

A. Valves 4" through l2" shall be resilient seated gate valves with non-rising stems and shall open by turning to the left (counter clock wise).

B. Valves l4" and larger shall be resilient seated butterfly valves and have operators suitable for direct burial and shall open by turning to the left (counter clock wise).

All valves except valves for use in fire hydrant leads shall have mechanical joint ends unless shown otherwise on the plans. Valves for use in fire hydrant leads shall be flange by mechanical joint.

C. All valves and fire hydrants shall be spray coated with a two component thermal setting epoxy to cover all interior wetted ferrous surfaces. Finished coating shall have a minimum thickness of 4 mils. The coating shall conform to the coating section of these specifications.

D. All valves for buried service shall be equipped with 2" square AWWA operating nuts.

3.2 Gate Valves

A. Gate valves shall be iron body, resilient **wedge gate** and shall be in compliance with AWWA Standard C-509-80 or latest revision thereof and shall have the following design features:

B. All valves shall have a working pressure of 200 psi and shall be bottle tight tested at this pressure from both directions. The gate body shall also be hydrostatically tested at 400 psi. Zero leakage will be required in all tests. The body, bonnet, and stuffing box shall be flange together with ASTM A-307 Grade B bolts and nuts to insure repairability.

C. Stems shall be machined from modified manganese bronze rod with an integral forged thrust collar machined to size.

D. Stem seals shall be dual "O" ring type.

E. Valve discs shall be rubber encapsulated or have disc seat rings molded of natural rubber, internally steel reinforced retained to the disc by self-locking type 304 stainless steel screws. Valve gates shall seat against a machined epoxy coated mating surface in the body of the valve.

F. All internal ferrous metal surfaces (machined or cast) shall be factory spray coated with a two component thermosetting epoxy to a nominal thickness of 4 mils and the exterior shall be coated with asphalt varnish as specified for coating of the pipe. (See Sec. 3.4 of these specifications for epoxy coating).

G. Valves shall be Mueller A-**2360** or Dresser-M&H **4067** or approved equal. Any alternate (approved equal) to these specifications **shall have completely interchangeable parts with either of the specified valves.**

3.3 Butterfly Valves

A. General - All butterfly valves shall be of the rubber seated tight-closing type. They shall meet or exceed AWWA Standard C-504, Class l50B. Both valve ends shall be mechanical-joint per AWWA Standard C-lll. Accessories (bolts, glands, and gaskets) shall be supplied by the valve manufacturer.

B. All valves must use full AWWA C-504 Class l50 B valve shaft diameter, and full Class l50 B underground service operator torque rating throughout entire travel, to provide capability for operation in emergency service.

C. Valve body shall be high strength cast iron ASTM A 126 Class B with l8-8 type 304 stainless steel body seat. Valve vane shall be high strength cast iron ASTM A 48 Class 40 or ASTM A 536, Grade 65-45-l2 ductile iron having rubber seat mechanically secured with an integral l8-8 stainless steel clamp ring and l8-8 stainless steel self locking screws.

D. Rubber seat shall be a full circle 360° seat not penetrated by the valve shaft. Valve shall have permanently set two way thrust bearing. Packing shall be designed for permanent duty in underground service.

E. Valve operator shall be of the traveling nut type, sealed, gasketed and lubricated for underground service. It shall be capable of withstanding an overload input torque of 450 ft. lbs. at full open or closed position without damage to the valve or valve operator. It shall be designed to resist submergence in water to 25 ft. head pressure. Number of turns to operate valve shall be as listed below in order to closely resemble conventional distribution valve practices and to minimize water hammer:

Pipe and Valve Size	Turns to close	Pipe and Valve Size	Turns to Close
4" - 6"	16-1/2	14" - 16"	48"
8"	24	18" - 20"	72
10" - 12"	36	24"	90

F. Valves shall be capable of easy closure by one man using standard valve key, even under emergency line-break conditions as severe as those that would - cause a valve maximum opening torque requirement of as much as two times AWWA Class l50 B.

G. All valves shall be tested bottle-tight at rated working pressure by the manufacturer as follows:

l4" up. . . . . l50 psi

In addition a hydrostatic test with vane partially open shall be given to the assembled valve as follow:

l4" up. . . . . 300 psi

H. Valve shafts shall be l8-8 type 304 stainless steel. Shaft bearings shall be of the self lubricating sleeve type.

I. Valve discs or vanes for valves 30" and larger shall be the flow through (bridge or truss) type.

J. Butterfly valves shall be Dresser-M&H Model "450", "4500" or "l450" or Mueller line seal III or approved equal. Alternates (approved equal) to these specifications must be approved in writing 48 hours prior to time bids are received.

3.4 Coating

A. The coating shall be a two part thermosetting epoxy protective coating and shall function as a physical, chemical and electrical barrier between the base metal to which it is applied and the surroundings.

B. The coating shall be non-toxic and shall not impart taste to water. The coating must be formulated from materials deemed acceptable per the FOOD AND DRUG ADMINISTRATION DOCUMENT TITLE 2l of the FEDERAL REGULATIONS ON FOOD ADDITIVES SECTION l2l.25l4 entitled, RESINS AND POLYMERIC COATINGS.

C. The coating shall have a satin finish and shall be suitable for field over coating and touchup with same coating material without sanding or special surface preparation, or application of heat in excess of room temperature.

D. The coating shall have a successful record of performance in valves, pipe or other allied equipment for a minimum of two years.

E. The coating adhesion to the substrate shall exceed cohesion of the coating film as demonstrated by the following test:

(1) Prepare test panel and apply coating per manufacturer's recommendation.

(2) After sample has properly cured per manufacturer's recommendation, scribe an "X" using a sharp knife or scalpel through the coating to the metal substrate.

(3) Then with the point of the knife at the juncture of two scribes, attempt to lift off coating. Coating should not lift off substrate or between coats readily, but should break up leaving coating material on the substrate of this damaged area.

(4) No disbandment of the film shall be noted as tested above after immersion in tap water for l500 hours at l00`F.

F. A falling sand abrasion test using ASTM D968 shall produce an abrasion coefficient of 25-30 liters/mil. As an alternative, a Taber Abrader Test should find 3.5 - 3.7 milligrams coating loss per l00 cycles when using a CSF l0 Wheel (l000 gram weight).

3.5 Valve Boxes

All valves to be used in buried service shall be enclosed in cast iron valve boxes. Care shall be taken to place and maintain the 2" square operating nut in the center of the valve box. The valve box shall be two piece cast iron suitable for use with PVC pipe box risers. The 6 inch diameter cover shall be marked " Water". The PVC riser pipe shall be furnished in lengths as required (minimum pipe cover 42") PVC pipe for valve box riser may be ASTM C-900, ASTM D1785 schedule 40, ASTM D2241 pressure class 125 or ASTM D3034 DR 35. Valve boxes shall have a concrete ring 8" thick and having a radius equal to the radius of the valve box plus one foot (1') cast around them. Valve boxes placed in unpaved areas shall be set level with or slightly higher than the finished ground elevation. Valve boxes set in paved areas shall match the finished pavement surface.

3.6 Fire Hydrants

A. Fire hydrants shall conform to the requirements of AWWA C 502 dry barrel type. The fire hydrants shall be designed for a depth of bury of 4.5 feet, however the depth of bury may vary according to field conditions and extensions or shorter bury depth may be required.

B. The hydrants shall have a 5-l/4 inch valve opening, two 2-l/2 inch hose nozzles and one 4-l/2 inch pumper nozzle.

C. Hose threads shall be National Standard threads.

D. The hydrants shall be sized for 6-inch mains and shall have an inlet connection compatible with the type pipe used. All gaskets, nuts, bolts and other jointing materials shall be considered part of the fire hydrant installation.

E. Operating nut shall be standard l-l/2 inch pentagon opening counter-clockwise. The hydrant shall close with the pressure.

F. Hydrants shall be painted Federal Safety Yellow.

G. Fire hydrants shall have all interior wetted ferrous surfaces epoxy coated as required in the general and coating section of this item.

H. The hydrants shall have a minimum of two (2) drain holes located on opposite sides of the hydrant. The entire drainage channel must be made of non-corrosive material and sealed by acceptable resilient material (metal and/or leather seals are not acceptable).

I. The hydrants shall have a breakable safety flange and breakable stem coupling which breaks cleanly upon impact.

J. The hydrants shall be AWWA improved type hydrants and shall have self-oiling reservoirs.

K. Fire hydrants shall be the Mueller Centurion, the Dresser -M & H 929 Reliant, or The American Darling.

4. EXCAVATION, TRENCHING BEDDING AND BACKFILLING

4.l Trenching

A. The trench shall be excavated to the lines and grades as established by the engineer and as shown on the plans. The depth of cover for all main lines on which the grades and elevations are not shown on the plans, shall in general be Forty-two (42) inches. The amount of cover may vary over or under 42 inches as directed by the engineer but in no case will the amount of cover be less than thirty-six (36) inches. Depth of cover for service lines shall be as shown on the detail drawings.

B. Water lines constructed in proposed streets and service drives shall have the depth of cover measured from the finished grade. The contractor is hereby cautioned that proposed street finished grades are sometimes cut below the existing ground elevation.

C. The minimum width of the trench shall be the outside diameter of the pipe plus twelve (l2) inches for pipe diameter through l8", the outside diameter of the pipe plus eighteen (l8) inches for pipe diameters over l8". The trenching equipment shall be maintained on a sufficiently level road bed to provide substantially vertical trench walls. The maximum horizontal offset of the trench wall from bottom of trench to the top of the trench (under-cutting) shall be four (4) inches.

D. The trench shall be over excavated to an even grade to the depth of required bedding so that the bottom of the pipe will rest on a uniform thickness of bedding material on the bottom of trench throughout the entire length of the pipe. In order to obtain a true even grade, the bedding material shall be fine graded by hand. On lines that are to be laid to established grades batter boards shall be set at fifty foot intervals and the trench graded to the established grade.

E. Any part of the trench excavated below grade shall be corrected by filling with bedding material. The bedding material shall be thoroughly compacted.

E. If large rock, rock fragments or other unyielding materials are encountered in the bottom of the trench they shall be removed to a depth of six inches below grade, and the void filled with thoroughly compacted approved bedding material.

G. Bell holes of ample dimensions shall be dug at each joint to permit the jointing of pipe to be made properly and of sufficient depth to prevent the bell of the pipe from resting on undisturbed materials.

H. Wherever necessary to prevent caving, the trench shall be adequately braced and sheeted. Trench safety shall be in accordance with item l4 "Shoring and Sheeting of this specification.

I. Trench digging machinery may be used to make the trench excavations except in places where operation of same would cause damages to trees, buildings or other existing structures either above or below ground. In such instances hand trenching methods shall be employed.

J. All excavated material shall be stockpiled in a manner that will not endanger the work or existing structures and that will cause the least amount of obstructions to walks and driveways.

K. There will be no classification of the excavated materials and the term excavation shall include all materials encountered in excavating the trenches or structural excavations.

L. The contractor shall take all necessary precautions for protecting paved areas from being damaged by the trenching and backfilling equipment. Any damage done to any paved area, outside of the area set forth in the plans, as a result of the construction work shall be repaired by the contractor at his own expense.

M. Where the lines are located behind curbs, the contractor shall take special precautions to protect trees and shrubs. Care shall be exercised to cause as little damage to lawns as possible.

Where lines cross under curbs, gutters or curbs and gutters, tunneling will be required.

N. Blasting for excavation of solid rock will be permitted only after securing the

approval of the Director of Engineering and Transportation and the engineer and only when proper precautions are taken for protection of persons and property. The hours of blasting will be fixed by the engineer. Any damage caused by blasting shall be paid for by the contractor. The method or procedure relative to blasting shall conform to all state laws and local ordinances.

O. The contractor will be required to locate all known utility lines, including consumer service lines, far enough in advance of the trenching to make proper provisions for protecting the lines and to allow for any deviations that may be required from the established lines and grades.

P. The contractor shall not be allowed to disrupt the service on any utility lines except consumers service lines, which may be taken out of service for short periods of time, if the contractor obtains permission from the engineer and from the owner of the premises being served by the utility.

Q. The contractor shall immediately notify the proper utility company of any damage to utility lines, in order that service may be reestablished with the least possible delay. Repair of any damage to existing lines and the repair of consumer lines which are authorized to be cut or temporarily taken out of service shall be made by the contractor at his own expense, and as directed by an official representative of the utility company involved.

R. All utility lines shall be properly supported to prevent settlement or damage to the line both during and after construction.

S. Any permanent relocations of existing utility lines shall be done by the proper utility company without expense to the contractor.

4.2 Backfill General

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by- section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

C. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited where directed by the Inspector at no additional compensation.

D. In the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated

materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

E. Suitable material shall be defined as a mineral soil reasonable free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

F. Backfill materials shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

G. Within the pipe bedding and encasement zones described as that portion of the trench which is below an elevation one foot above the top of the pipe, the materials placed shall be limited in particular size to 3/4 inch maximum. For larger pipe in access of 18 inches in diameter the Engineer may allow particle sizes up to 2 inches maximum if it can be shown that the backfill can be satisfactorily compacted without leaving voids or damaging pipe or joints. Above these zones, the placement of material containing stones, boulders, chunks, etc. shall be governed by the layer thickness and compaction equipment capabilities.

H. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

I. The maximum loose thickness of each backfill layer shall be l2 inches, except that l6 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps" or "vibra tamp: or other heavy vibrating equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

J. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after

completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

K. Until final acceptance of the project, the Contractor shall assume full Responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

4.3 Backfill Procedure above Pipe Zone, in Public Rights-of-way and other areas where settlement is important.

A. Backfill above the pipe zone shall be made using Portland cement stabilized backfill or crushed stone screening (crusher fines).

B. Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using portland cement stabilized backfill material or crushed stone screening (crusher fines).

C. The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.

When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in new streets that are scheduled for immediate paving or in streets in a new subdivision for which a paving contract with the property developer has been approved the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8") inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities stabilized backfill shall extend to the top of the course the contractor has finished. In no case shall the backfill extend above the top of the base course.

If the final course of asphaltic concrete has been placed, the street or alley surface shall **NOT** be cut for utility installation.

In new streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6") inches in which case the maximum depth of the "pipe zone" shall be limited to six (6") inches above the top of the utility line or conduit.

D. Backfill Materials

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall **NOT** be used.

The Contractor shall submit a mix design prepared by an approved Commercial Laboratory that will produce a minimum 7 day compressive strength of 150 psi. In no case shall the minimum cement content of the mix be less than 1 sack per cubic yard.

(2) Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

(3) Caliche used for Portland cement stabilized backfill shall be crushed material con-forming to Texas State Department of Highways and Transportation 1982Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

(4) Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

(5) Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2".

(6) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the following gradation

Sieve Size	% Passing
2"	100
#4	35-100
#10	20-100
#40	5-35
#200	4-10

and may be the by product of crushing stone for other purposes or may be stone specifically crushed for use in backfill. Crusher fines not meeting these specifications may be approved for backfill upon demonstration that the desired results will be obtained.

E. Backfill Construction

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche, sand or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade Mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety five (95%) modified proctor density by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

(c) The mix design used must be for the method of placement chosen.

(2) Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

(3) Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench.

The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve (12") inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90% modified proctor will be deemed adequate compaction.

5. INSTALLATION OF DUCTILE IRON PIPE

5.1 Pipe Laying - General

A. All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage and chlorinated in the manner herein specified.

B. The pipe, fittings, valves, and accessories shall be inspected upon delivery and during the progress of the work and any material found to be defective will be rejected by the engineer and the contractor shall remove such defective material from the site of the work.

C. The contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacturer or has become damaged in handling after delivery.

D. All pipe, fittings, valves, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the site of the work by the contractor. Loading and unloading, of pipe and fittings shall be by hoisting or by sliding, or rolling on skidways in such a manner as to avoid shock or damage to the material. Under no circumstances shall pipe or fittings be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

The pipe, fittings and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

E. All pipe shall be laid and maintained to the lines and grades shown on the plans
or as established on the ground by the engineer.

F. Wherever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane to avoid obstructions, to plumb valves and hydrants, or where vertical or horizontal curves are shown or permitted, the degree of deflection at each joint shall not exceed the maximum deflection recommended by the manufacturer of the particular kind of pipe being laid and the degree of deflection shall be approved by the engineer.

G. After the trench grade has been completed and all bell holes dug and the grade inspected, the pipes and accessories my be placed in the trench. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench piece by piece by means of derricks, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to the material in any way. Under no circumstances shall pipe or accessories be dropped or dumped in the trench.

H. Before lowering into trench the pipe shall be again inspected for defects and the pipe while suspended shall be lightly hammered to detect cracks. Any defective, damaged or unsound pipe and materials shall be rejected.

I. All foreign matter or dirt shall be removed from the inside of the pipe and from all bells, spigots or parts of the pipe used in forming the joint, before the pipe is lowered into the trench, and it shall be kept clean by approved means during and after laying.

5.2 Laying and Jointing Ductile Iron Pipe

A. Unless otherwise directed, pipe shall be laid with bells facing in direction of laying; and for lines on appreciable slopes, bells shall, at the discretion of the engineer, face up grade. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or the cement lining.

B. The jointing shall be completed for all pipe laid each day. No open joints will be left in the trench overnight. At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means. No trench water shall be permitted to enter the pipe.

C. No pipe shall be laid in water, or when the trench conditions or weather is unsuitable for such work, except by written permission of the engineer.

D. Rubber Gasket joints for cast iron or ductile iron pressure pipe and fittings shall conform to AWWA Standard C-lll.

E. Before laying the pipes, all lumps, blisters and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

F. The pipe and fittings shall be properly aligned and free to move in any direction while bolting, and the bolts shall be gradually tightened at a uniform rate around the entire flange.

G. Flange joints where used shall be bolted with flange bolts of best quality mild steel and of the size and length required by AWWA C-ll5: Bolts and nuts shall be provided with standard hexagonal heads. Gasket rings shall be used and shall be made of best quality rubber composition sheet packing one-eighth (l/8) inch thick, of a brand and quality approved by the engineer.

H. Standard plugs shall be inserted into the bells of all dead end pipes, tees, or crosses and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the same manner used in joining the pipe.

6. SPECIFICATIONS FOR INSTALLING PRETENSIONED CONCRETE CYLINDER PIPE

6.l General

The applicable portions of the specifications for installing ductile iron pipe shall apply except as amended or supplemented herein.

6.2 Pipe Laying

A. Pipe and fittings shall be handled with care at all times to avoid damage. They shall be lifted by hoists or slide or rolled on skid-ways in such manner as to avoid shock. Under no circumstances shall they be dropped. Pipe must not be skidded or rolled against other pipe or object.

B. Just before making the joint, the bell and spigot rings shall be thoroughly cleaned by wire-brushing until clean and dry. The gasket and the inside surface of the bell shall be lubricated with a light film or soft vegetable soap compound (flax soap) to facilitate telescoping the joint. The rubber gasket shall be stretched uniformly as it is placed in the spigot groove to insure a uniform volume of rubber around the circumference of the groove.

C. The joint shall be telescoped by pulling directly along the centerline of the pipe so that the spigot enters squarely into the bell. After the spigot has been telescoped into the bell, the bell end of the pipe being laid shall be moved in accordance with the plans to secure proper grade and alignment. After the joint is in place, a thin metal feeler gauge shall be used to check the position of the rubber gasket around the circumference of the joint.

D. The inside joint recess shall be filled immediately prior to placing the pipe together by buttering the bell end with mortar. After the joint is engaged, the joint mortar of pipe l8" in diameter and larger shall be finished off smooth by hand. The mortar in pipe smaller than l8" in diameter shall be smoothed and cleaned with a swab.

E. After the spigot has been telescoped into the bell, the joint checked and found satisfactory, a canvas wrapper shall be placed around the pipe, covering the joint. The canvas type wrapper shall be of the quality manufactured by the Mar-Mac Manufacturing Company or approved equal burlap type, and shall be hemmed at each edge to allow threading with a steel strap to securely fasten the wrapper around the pipe by means of a stretcher and sealer.

The wrapper shall have a minimum width of 7" and sufficient length to encircle the pipe leaving enough space between the ends at the top to allow the cement mortar to be poured. The entire joint shall be poured with cement mortar and rodded or agitated to eliminate voids and settlement. Prior to pouring the cement mortar the joint shall be thoroughly cleaned and saturated with clean water. Any joint showing shrinkage or excessive cracking shall be cleaned and remade. In hot weather,

additional measures may be required to obtain the best quality of joint, such as additional wet burlap, curing membrane, or immediate careful and well controlled backfilling of the joint with damp earth.

F. The mortar used at the exterior joint shall consist of one part Portland cement to 2-l/2 parts fine, sharp, clean sand and mixed with water to the consistency of thick cream. Mortar required at the joint shall not be placed in freezing weather unless adequately protected from freezing.

G. The joints for pipe to be installed in casing shall be made as for pipe laid in trench except that the outside portion of the joint shall be wrapped in a special polyurethane wrap impregnated with unhydrated cement manufactured for this purpose, prior to being jacked into the casing pipe. The wrap shall be "Flex-Protex" as manufactured by Mar-Mag Mfg. Corporation or approved equal. The interior of the joints shall be mortared after the pipe to be installed in casing has been jacked into place. The pipe shall not be moved after interior mortaring is completed. After the water line has been installed in the casing the ends of the casing shall be sealed using concrete or cement mortar.

H. Steel cylinder reinforced concrete pipe shall not be pressure tested until it has been in place a minimum of l4 days.

I. The contractor shall fill the steel cylinder reinforced concrete pipe under slight pressure and allow approximately 24 hours for water absorption by concrete lining before performing pressure test.

7. SETTING VALVES, VALVE BOXES, FIRE HYDRANTS AND FITTINGS

7.1 General

Valves and fittings shall be set at the locations shown on the plans or at locations as established by the engineer, and shall be set and jointed to the pipe in the manner heretofore specified for pipe installation. All valves buried in the ground shall have a cast iron valve box set over the valve and set to grade. All valves shall be set vertical, unless otherwise specified, and shall be thoroughly inspected and checked for operation before installation.

7.2 Valve Boxes

Cast Iron valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the ground or street paving.

Valve boxes shall be supported by a ring of concrete as shown on the plans and Detail Drawings. This ring shall be Class "A" concrete having a minimum thickness of six (6") inches and shall extend a minimum of twelve (12") inches in all directions from the outside diameter of the valve box and shall be supported on thoroughly compacted backfill.

7.3 Setting Fire Hydrants

A. Fire hydrants shall be located at points shown on the plans, the exact location of the hydrant to be established by the engineer. All hydrants shall be set plumb, to the grade as established by the engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch.

The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete blocking. The concrete blocking shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.

B. Each hydrant shall be connected to the main with a six (6) inch ductile iron branch controlled by an independent six (6) inch gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four (4) inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

C. There shall be placed around the base of the hydrant not less than seven (7) cubic feet of sound broken stone or clean gravel, or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least six (6) inches above the waste opening in the hydrant. Each hydrant shall be operated by the contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

8. **ANCHORAGE OF BENDS, TEES AND PLUGS, ETC.**

Reaction or thrust blocking shall be applied to all pipe lines at all tees, plugs, caps, valves, fire hydrants, and at bends deflecting ll-1/4 degrees or more. Concrete shall be used for blocking the pipe and fittings. Concrete for thrust block shall have a minimum compressive strength of 3,000 psi and shall conform to Texas Highway Department Class "A" concrete. Before thrust blocking is placed the element to be blocked shall be carefully wrapped in polyethylene sheeting having a minimum thickness of 3 mils. The blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on pipe and on the ground in each instance shall be that required by the engineer. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.

9. DISINFECTION OF PIPE LINES

The contractor shall furnish all labor, equipment, and materials necessary to the disinfecting of the new pipe lines which shall be disinfected before being placed in service. The lines shall be disinfected by the application of a chlorinating agent. The chlorinating agent may be a liquid chlorine, liquid chlorine gas water mixture, or a calcium hypochlorite solution, which shall be fed into the lines through a suitable solution feed device, or other methods approved by the engineer. The chlorinating agent shall be readily dissolvable and of a type that will rapidly mix with the water as it is loaded into the water line. Tablets or other solid form shall not be used unless they are dissolved before being placed into the line. The chlorinating agent shall be applied at or near the point from which the line is being filled, and through a corporation stop or other approved connection inserted in the horizontal axis of the newly laid pipe. The water being used to fill the line shall be controlled to flow into the section to be disinfected very slowly, and the rate of application of the chlorinating agent shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the line shall be at least 50 parts per million. The treated water shall be retained in the pipe lines for a period of not less than twenty four (24) hours. At the end of the retention period all treated water shall be thoroughly flushed from the lines until the replacement water in the lines shall have a chlorine residual of not more than 0.2 parts per million. Where it is necessary to place the new lines in service in less than 24 hours, the concentration of chlorine may be increased to 300 ppm and the lines flushed and placed in service in 3 hours. Disinfecting procedures shall conform to AWWA C 60l.

l0. HYDROSTATIC TESTS

All pipe lines constructed under this contract before being accepted, shall be tested at l20% design pressure as described in the following paragraphs. This test shall apply to all newly laid pipe or any valved sections thereof.

The required test pressure (l80 pounds per square inch) shall be maintained over a continuous period of not less than eight (8) hours.

Each valved section of pipe shall be slowly filled with water, being certain that all air is expelled from the pipe by using hydrants, blow-offs or taps at points of highest elevation in the line. The specified pressure shall be applied by means of a pump and flow meter (gpm and amount) connected to the pipe in a manner satisfactory to the engineer. The contractor shall furnish all necessary equipment, materials and labor to satisfactorily make the hydrostatic tests.

After the line section to be tested has been brought to pressure, a visual inspection shall be made of all joints, fittings, valves, and appurtenance. Any leaks thus located shall be corrected before continuing with the test.

If the test indicates a leakage in excess of a rate equal to twenty-five (25) gallons per inch of nominal diameter of pipe line per mile per day (maximum 600 gallon per mile per day total leakage) the cause of such leaks shall be determined and corrected and the line retested until satisfactory results are obtained.

11. **REMOVING AND REPLACING PAVEMENT**

A. When it is necessary to cut existing paving to install utilities the paving shall be repaired as soon after the backfill is consolidated or the cement stabilized backfill has reached sufficient strength as practical. The repair shall be made using Texas Highway Department Type "D" Hot Mix Asphaltic Concrete and shall have a minimum thickness equal to the thickness of the existing surface.

B. Edges along the trenches and around pits shall be saw cut to remove damaged edges and/or surface. Saw cuts shall be straight and parallel to or at right angles to the street or alley center line in so far as practical. Meandering, zig-zag or notched saw lines will not be permitted. The saw cuts shall be such that a minimum of 6" of surface is removed beyond the edges of the trench.

C. The edges of the saw cut and surface of the backfill material shall be tack coated prior to the placing of hot mix asphaltic concrete. The tack coat shall be either RC-250 cut back asphalt or RS2h emulsified asphalt or approved equal. When emulsified asphalt is used for tack coat the asphaltic concrete shall not be placed until the break of the emulsion is complete and all free water has evaporated or has been removed.

D. After the tack coat is cured the hot mix asphaltic concrete shall be placed uniformly throughout the repair area. The edges of the repair shall be squared up and the hot mix asphaltic concrete thoroughly compacted. Any large aggregate that is separated from the mix during the leveling process shall be removed from the surface and disposed of off the project. Care shall be taken that none of the mix over laps the old paving. Any mix that has "scabbed" onto the paving shall be removed before the section is reopened to traffic.

Sufficient mix shall be placed so that the finished repair is from one eight (1/8") inch to one quarter (1/4") inch above the old paving surface to allow for further consolidation by traffic.

12. **TUNNELING UNDER UTILITY LINES, ETC**.

Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in the construction, the cost of tunneling under such obstructions shall be included as a part of the cost of the pipe line, or other pay items, complete in place.

13. **HIGHWAY CROSSING**

A. The City of Midland will obtain any required permits from the State Highway Department for installation of the water line along and across the highway right-of-way. It shall be the contractor's duty and responsibility to coordinate the time of making the crossing and the manner of handling traffic.

B. Installations of the casing pipe shall be accomplished by boring or open cut trench as indicated on the drawings and in accordance with the Texas Department of Transportation permit and requirements. Equipment used shall be of such size and capacity as to allow the placement of the casing to proceed in a safe and expeditions manner. Installation of the casing and the excavation and removal of the materials

within the casing shall proceed simultaneously.

The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation and location of the pit shall be approved by the Engineer. Boring without the concurrent installation of the casing pipe will not be permitted. The use of water or other fluids in connection with the boring operation will be permitted only to the extent of lubricating cuttings. Jetting will not be permitted. Overcutting in excess of one inch shall be remedied by concrete pressure grouting the entire length of the installation. All joints for casing pipe installed in bore shall be welded. Care shall be taken to keep the casing pipe on the proper line and grade.

C. After the casing pipe has been installed and is accepted by the Engineer, the pipe shall be shoved through the casing. The pipe shall be pushed or pulled through the casing by exerting pressure on the barrel of the pipe and not on the bell, and shall be done in such a manner that the joint is always in compression during the shoving operation. Hardwood, or other suitable material skids shall be banded with stainless steel bands to each joint of pipe In accordance with the pipe manufacturers recommendation. The hardwood skids shall be of sufficient dimensions to allow the bell of the pipe to clear the casing pipe by at least one-half inch. The length of the skid shall be in accordance with the pipe manufacturers recommendations. A minimum of three bands shall be used to secure the skids to the pipe. The skids shall be such that the carrier pipe will be centered in the casing pipe. The design of skids and bonding techniques shall be submitted to the Engineer for approval prior to use.

In general waterline installation in the casing pipe shall conform to AWWA C 600-Section 6 requirements.

After completion of pipe installation in casing, the ends of the casing shall be sealed off by use of concrete grout. The minimum compressive strength of the grout shall be 2,000 psi in 28 days.

14. SHORING & SHEETING

14.1 Description

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more.

Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

l4.2 Construction Methods

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, l989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified engineer," [For example see 1926.652(b) (3) and 1926.652(c) (4)], "a qualified person or qualified engineer" shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

14.3 Safety Program

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

14.4 Inspection

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

14.5. Safety Restrictions - work near high voltage lines

The following procedures will be followed regarding the subject item on this contract:

A. Warning signs painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

B. All equipment except back hoes or dippers that may be operated within ten feet of high voltage lines shall have an insulating cage-type of guard about the boom or arm and insulator links on the lift hook connections.

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

D. The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

l5. MEASUREMENT AND PAYMENT

l5.l General

The unit price or lump sum price bid on each item, as stated in the proposal, shall include furnishing all labor, superintendence, machinery, equipment, and materials necessary to complete the various items of work in accordance with the plans and specifications. Cost of work or materials shown on the plans and called for in the specifications and on which no separate payment is made shall be included in the bid price on the various pay items.

l5.2 Water Lines

A. Measurement

The length of pipe lines for the various sizes, classes and types to be paid for will be determined by measurement along the center lines of the pipe installed, measurement being made from the center of fitting to center of fitting or end of pipe, without any deduction for the length of intermediate fittings or valves including pipe installed in casing.

B. Payment

Furnishing and installing approved type pipe of the various sizes and classes shown on the plans or as required will be paid for at the unit price bid per linear foot for furnishing and installing the various sizes and classes of approved pipe complete in place. The unit price bid shall be complete compensation for furnishing and installing the pipe complete in place including all excavation, backfilling, testing and disinfection of lines and shall include any and all incidental work not otherwise included in the bid items or otherwise provided for in the specifications.

I5.3 Solid Rock Excavation

All excavation for pipe trenches shall be unclassified and no extra compensation will be made for solid rock excavation. The contractor is expected to make boring of his own and satisfy himself to the character of material which will be encountered.

I5.4 Gate Valves or Butterfly Valves

A. Measurement

Gate valves or butterfly valves will be counted in the field after installation by the size and type specified and actually installed.

B. Payment

The unit price bid for each type and size valve shall be complete compensation for furnishing and installing the valves, complete in place, including the furnishing and installation of cast iron valve boxes on all valves to the finished grade of the adjacent surface. All valves in paved areas shall be set to finish pavement grades

I5.5 Fire Hydrants

A. Measurement

Fire hydrants will be counted in the field after installation in accordance with the plans and specifications.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the fire hydrants, complete in place, each, including lead pipe the gravel drain, concrete blocking, extension or additional bury depth as required for a complete installation.

I5.6 Service Connections

A. Measurement

The number of service connections of the type and size specified to be paid for will be counted in the field after complete installation.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the service connections, complete in place, including the meter box and lid, service line, corporation stop, meter stop and incidentals required for a complete installation.

I5.7 Ductile Iron Fittings

A. Measurement

The weight of the various ductile iron fittings and specials were estimated by using the standard weights for cast iron fittings as established by the American Water Works Association or American Standard Association. Measurement of ductile iron fittings will be made by counting the actual number of fittings installed and multiplying the number of fittings by the catalog weights for those types of fittings actually installed. Allowance will be made for glands and bolts.

B. Payment

The ductile iron fittings or specials required in the construction of the various size pipe lines as shown on the plans or as required will be paid for at the unit price bid per ton for furnishing and installing the ductile iron fittings complete in place. The unit price shall also include all materials, excavation, backfilling, concrete blocking and other incidental work required for the complete installation.

I5.8 Steel Cylinder Concrete Pipe Fittings

A. Measurement

No separate measurement or count of fittings and specials for steel cylinder concrete pipe will be made.

B. Payment

No separate payment will be made for fittings or specials for steel cylinder concrete pipe used on this project, but the cost of same shall be included in the price bid per linear foot for the various classes and sizes of pipe in the bid proposal.

I5.9 Casing Pipe In Bored Hole Or Open Cut

A. Measurement

Measurement of the casing pipe, of the type and size specified, shall be made by the linear foot of casing installed complete in bored hole or installed complete in open cut.

B. Payment

The unit price bid per linear foot for casing in bored hole or for casing in open cut shall be complete compensation for furnishing and installing the casing, complete in place, including all pits, boring equipment, materials and labor required for a complete installation. Payment for carrier pipe installed in the casing will be made as stated under Waterlines above.

I5.I0 Paving Cut and Repair

A. Measurement

Measurement of paving cut and repair will be made by the square yard for replacing pavement of the type specified. The area of the pavement replaced shall be determined by actual measurements on the ground; however, measurement will be limited to areas within widths of cuts as shown on the plans unless additional widths are authorized by the engineer. Any pavement removed or damaged outside of the aforementioned limits shall be replaced as prescribed with these specifications, but will not be measured for payment.

B. Payment

The unit price bid, per square yard, shall be complete compensation for cutting and removing the pavement, and constructing the concrete base and surfacing of the type specified, all as specified herein and as shown on the plans.

15.II Trench Safety Systems, Sheeting and Shoring

A. Measurement

Trench Safety Systems shall be measured by the linear foot along the centerline of trench including manholes and other line structures.

B. Payment

Payment for Trench Safety Systems, measured as prescribed above, shall be made at the unit price bid per linear foot of "Trench Safety Systems: Payment of all work prescribed under this item shall be full compensation for the Trench Safety Systems including all Engineering cost and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

Revised 08/07

GRAVITY FLOW PIPE SEWERS AND FITTINGS FOR WASTE WATER AND STORM WATER

PART I – GENERAL

1.01 SCOPE

A. The work covered by this specification shall include the furnishing of all material, labor and equipment to construct, complete in place, all Gravity sewers including jointing, gaskets, fittings, castings, mortar, concrete, the placing of sewer pipe, and the construction of manholes and other appurtenance, all in accordance with the details shown on the plans and these specifications for the drainage of sanitary and/or storm sewage.

B. Sanitary and storm sewer lines constructed under these specifications shall be straight in grade and alignment between manholes. Manholes shall be constructed at any change in grade and at any change in alignment. In general manholes are to be constructed at 300 feet intervals or less with the maximum distance between manholes being 350 feet when approved by the Engineer.

1.02 QUALITY ASSURANCE

A. The Contractor, at the Engineer's request, shall furnish a certificate from the manufacturer of the pipe and fittings that the manufacturer is fully competent and capable of manufacturing sewer pipe, fittings, and accessories of the type, size and grade proposed for use in this project that are of uniform texture and strength that will fully comply with these specifications and have so manufactured this class of pipe in sufficient quantities to be certain that it will meet all normal field conditions of usage. The manufacturer must have adequate equipment and quality control facilities to be sure that each extrusion casting or run of pipe is uniform in texture, dimensions, and strength.

B. All PVC, HDPE, or plastic resin based pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

C. All pipe and accessories shall be stored above ground and fully supported so that they will not bend or deflect excessively under their own weight.

D. Pipe in any way damaged or deformed during storage shall not be incorporated into this project, but at the direction of the Engineer, shall be permanently removed from the job site and project area.

1.03 TYPE OF PIPE

A. Pipe for sanitary sewers 15 inches in diameter and less shall be PVC. Pipe for storm drains 15 inches in diameter and less may be corrugated steel pipe when called for on the plans and in the bid proposal. Pipe 18 inches in diameter and larger shall be of the type shown on the plans and bid proposal.

B. The contractor may be allowed to bid a choice of two or more of the pipe materials when pipe 18 inches in diameter and larger are proposed for use on a project. When such choice is allowed the permissible choices will be clearly stated on the plans and/or bid proposal and a blank space will be provided for the contractor to write in the type of pipe proposed for use on the project. When such blank spaces are provided, the contractor must choose one of the permitted pipe materials as specified in part 2 “Materials” of these specifications and write in the type of pipe bid. Failure to write in the type of pipe bid may be reason to disqualify the bid. One or more types of pipe 18 inches in diameter and larger may be excluded from consideration on any given project by notes on the plans and/or the bid proposal.

PART 2 – MATERIALS

2.01 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS FOR SANITARY AND STORM SEWERS

A. GRAVITY SEWERS

(1) Pipe and fittings in nominal diameters from 4-inch through 15-inch shall be manufactured in accordance with ASTM D3034, “Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings” and pipe and fittings in diameter 18” through 36” shall be manufactured in accordance with ASTM F-679 or ASTM F-794, closed profile, subject to the modifications and limitations below.

B. MODIFICATIONS AND LIMITATIONS

(1) The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

(2) The term Dimension Ratio (DR) or standard dimension ratio (SDR) is the ratio of the average outside pipe diameter to the minimum wall thickness rounded to the nearest 0.5. The maximum DR for PVC sewer pipe shall be 35. PVC pipe sewers that will have less than 4 feet of cover shall be DR26.

(3) PVC pipe manufactured under ASTM F679 or F794 shall have a wall thickness that will meet or exceed the D.R. and stiffness specified herein. The minimum pipe stiffness for pipe having a DR of 26 shall be 115 psi. The minimum pipe stiffness for DR 35 pipe shall be 46 psi.

(4) Where DR 26 pipe is specified, all necessary fittings shall be the same as for SDR 35 PVC pipe.

(5) Minimum wall thickness for ASTM D-3034 PVC pipe shall be as follows:

Nominal Size (in.)	Min. Wall Thickness (in.)	
	DR 26	DR 35
4	0.162	0.120
6	0.241	0.180
8	0.323	0.240
10	0.404	0.300
12	0.481	0.360
15	0.588	0.437

The minimum wall thickness for PVC pipe meeting ASTM F-679 or F-794 requirements shall be the thickness as set forth in said ASTM specification that will meet or exceed the pipe stiffness and DR required.

(5) The identification markings as shown in Section 12 of ASTM 3034 shall note the specified DR of 26 where applicable.

(6) All pipe and fittings shall have the dimensions for inside diameter, outside diameter, etc. as shown in ASTM D3034 and/or ASTM F-679 except that the inside diameter DR 26 may be reduced by the added wall thickness.

(7) The pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density, and other physical properties.

(8) The Contractor shall provide wyes, tees, bends, adapters, and any other fittings called for in the specifications and/or shown on the plans or directed by the Engineer.

(9) The standard length of ASTM, D-3034 SDR 35 or SDR 26 PVC pipe under this specification shall be 20 feet with a minimum of 10 feet, except that all pipe used in service lines shall not exceed 10 feet in length unless otherwise approved by the Engineer. The standard laying length for ASTM F-679 PVC pipe shall be 13 feet. The Engineer must approve other laying lengths.

C. SEWER LATERALS AND CONNECTIONS

Pipe and fittings for service lines shall be the same material and thickness class as required for the main sewer. Schedule 40 PVC pipe may be used for 4” service lines when PVC pipe meeting requirements of ASTM 3034, SDR 35 is required.

D. JOINING SYSTEMS

(1) PIPE JOINTS

The pipe shall be joined with an integral bell, bell and spigot type rubber gasket joint. Each integral bell joint shall consist of a formed bell complete with a single rubber o-ring gasket. Gaskets shall be manufactured in accordance with ASTM F477 and shall be installed in accordance with the pipe manufacturer's instructions using all the necessary materials, lubricants and equipment recommended by the manufacturer.

For pipe 18" through 36" gaskets shall be factory installed and chemically bonded to the bell end of the pipe.

Lubricant shall be water soluble, non-toxic and have no deteriorating effects on gasket or pipe materials and shall not support the growth of bacteria. Lubricant shall be suitable for use at temperatures from 5° to 120° F (-15° to 50° C). Containers shall be labeled with the manufacturer's name and identified as PVC pipe joint lubricant. Each lubricant container shall have printed instructions for usage and joint assembly.

Field welded joints will not be allowed.

(2) FITTING JOINTS

All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.

(3) PIPE SPIGOT

The pipe spigot shall have a bevel and an insertion stop mark. The assembled joint shall be designed so the gasket shall be radially compressed to assure a positive water-tight seal for all installation conditions recommended by the manufacturer and under all combinations of production tolerances for the joint components. Each size joint shall be qualified to no leakage under various test conditions in conformance with ASTM Specification D-3212, "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals."

E. INSPECTION AND TESTING

(1) INSPECTION REQUIREMENTS

Certification: as the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance to these specifications. The manufacturer will furnish other conformance certification in the form of affidavit of conformances, test results, and copies of test reports.

(2) PHYSICAL TEST REQUIREMENTS

For each 4,000 linear feet of pipe manufactured of each class and size of pipe, the following certified test data shall be required:

1. The basic dimensions shall be measured.
2. The allowable crush load (lbs/ft ^{2}) shall be calculated.
3. Impact resistance, fusion quality and ductility shall be tested.

F. MARKING AND DELIVERY

Each pipe shall be identified with the name of manufacturer, nominal size, cell classification, ASTM designation F794, Uni-Bell Plastic Pipe Association designation Uni-B-9, the pipe stiffness designation “PS-46 psi” and manufacturer’s date code.

1. MANHOLE CONNECTIONS

The Contractor shall provide smooth pieces of pipe for connecting sewer line into manholes. The Contractor shall be required to assist the manhole gasket supplier with the nominal outside diameter of these smooth pieces of pipe, as manufactured. There shall be only one plain end thickness for each diameter of pipe specified for the project.

2. DELIVERY

All pipe couplings and fittings shall be prepared for standard commercial shipment.

The pipe shall be inspected upon delivery to the job site for final acceptance. The contractor shall be responsible for all material furnished by him and he shall replace, at his own expense, all such material that is found to be defective in manufacture or which has become damaged in handling until final acceptance has been made. Pipe, which exhibits excessive ovalty or curvature, shall be rejected.

PVC pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

All pipe and accessories shall be stored above ground and fully supported so as not to bend or deflect excessively under its own weight.

2.01(a) Metallic Marking Tape (For PVC Sewer Pipe)

2.01 (a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.01 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted green on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED SEWER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Marking Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.01(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.01(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.02 CORRUGATED STEEL PIPE (CSP) FOR STORM SEWERS AND CULVERTS ONLY

1. PIPE

A. STEEL SHEET STOCK

(1) Corrugated steel pipe shall be manufactured using galvanized steel sheet AASHTO M 218 or aluminized steel sheet AASHTO M 274.

(2) The lining for smooth lined corrugated steel pipe shall be polymer coated on both sides. The minimum thickness of the polymer coating shall be 10 mils.

B. PIPE DESIGNATION

(1) Pipe furnished shall be manufactured in accordance with AASHTO Specification M 36.

(2) Corrugated steel pipe shall be one or more of the following type as designated in AASHTO M 36.

Type I - Full circular cross section having helical corrugations.

Type IA - Full circular smooth lined pipe constructed of an outer shell having helical corrugations with a smooth sheet lining attached to the outer shell at helical lock seams.

Type IR - Full circular cross section with helical rib protruding outward.

Type II - Type I pipe formed into a pipe arch.

Type IIA - Type IA pipe formed into a pipe arch.

The type of pipe furnished on this project will be as shown on the plans and in the bid proposal.

When no type of pipe is called for on the plans or in the bid proposal helically corrugated circular single wall pipe (Type I or Type IR) shall be furnished.

C. MANUFACTURERS CERTIFICATION

(1) The pipe manufacturer will be required to certify the adequacy of the pipe furnished for the application and design life of the project.

(2) The design life for storm sewers constructed under this specification is 50 years.

(3) The pipe manufacturer will be required to run soil pH, soil resistivity and such other test as they deem necessary to design pipe thickness and protective coatings required to assure the adequacy of the pipe supplied.

D. CORRUGATION AND MINIMUM THICKNESS

(1) Thickness used in this specification refers to the bare steel thickness before coating is applied. The minimum thickness for any single wall corrugated steel pipe furnished under this specification is 16 gage.

(2) All corrugated steel pipe furnished under these specifications shall have helical corrugations.

(3) Circular corrugated steel pipe 48” in diameter and smaller shall have 2-2/3” x ½” corrugation and shall be a minimum of 16 gage in thickness.

Circular corrugated steel pipe larger than 48” in diameter may have either 2-2/3 x ½” or 3” x 1” corrugations. The minimum thickness for corrugated steel pipe larger than 48” in diameter and having 2-2/3 x ½” corrugation shall be as follows:

54” Diameter - 12 gage
60” Diameter - 10 gage
66” through 90” Diameter - 8 gage

The minimum thickness for circular corrugated steel pipe having 3” x 1” corrugation and diameters of 54” through 90” shall be 14 gage.

(4) For smooth lined corrugated steel pipe the minimum thickness for the lining shall be 20 gage and the minimum thickness for the outer shell shall be 18 gage.

The corrugations for the outer shell shall be 2-2/3” x ½” for pipe 48” diameter and smaller. Larger diameter pipe may use 3” x 1” corrugations in the outer shell. The sum of the thickness for the outer shell and the liner shall be a minimum of one thickness unit greater than the thickness that would be required for single wall pipe of the same diameter or span.

(5) Spiral rib steel pipe (Type IR) shall have outward projecting spiral corrugations of ¾” x 1” at 11-1/2” on center in accord with AASHTO specification M 36 or ¾” x ¾” at 7-1/2” on center as described in AASHTO specification M 196.

The minimum thickness for spiral rib pipe 48” in diameter and smaller shall be 16 gage.

The minimum thickness for spiral rib pipe 54” and 60” in diameter shall be 14 gage.

The minimum thickness for spiral rib pipe 66” and 72” in diameter shall be 12 gage.

The minimum thickness for spiral rib pipe larger than 72” in diameter shall be as shown on the plans.

(6) The corrugations and minimum thickness of corrugated steel pipe arch shall be in accord with the following table:

EQUIV. Dia. (in.)	2-2/3" x ½" Corrugations Span (in.)	Rise (in.)	Gage	3" x 1" Nominal Size Span (in.)	Rise (in.)	Gage
15"	17	13	14			
18"	21	15	14			
24"	28	20	14			
30"	35	24	14			
36"	42	29	14	40	31	16
42"	49	33	12	40	36	14
48"	57	38	10	53	41	12
54"	64	43	10	60	46	12
60"	71	47	8	66	51	12
66"	77	52	8	73	55	12
72"	83	57	8	81	59	12
78"				87	63	12
84"				95	67	12
90"				103	71	12

When 2-2/3" x ½" corrugations are called for on the plans and/or on the bid schedule the substitution of 3" x 1" corrugations will be allowed only upon the demonstration by the contractor that there is sufficient head room to accommodate the higher rise for arch pipe of this cross section.

E. END TREATMENT AND JOINING

(1) The ends of all corrugated steel pipe furnished for this project shall be rolled to provide circumferential corrugations for coupling. The end corrugations for all pipe 48" in diameter and less shall be 2-2/3 x ½". The end corrugations for single wall helically corrugated steel pipe or for smooth lined corrugated steel pipe 54" in diameter and larger shall be the same pitch as the pipe furnished and may be either 2-2/3" x ½" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x ½" or 3" x 1" for pipe 54" and larger in diameter.

(2) Coupling bands shall be made of the same material as the pipe and shall be not more than 3 nominal sheet thicknesses lighter than the pipe joined and in no case less than .052 inch.

Jointing devices for joining corrugated steel pipe shall have a gasket and shall produce a joint meeting the infiltration/exfiltration requirements of these specifications.

If it should be necessary to cut a joint of Helically corrugated pipe and join the unreformed end to another section of pipe or fitting extra width bands will be required and special care must be taken to insure a water tight connection.

Locking bands shall be corrugated and shall securely fit into at least one full annular corrugation. The corrugations on the locking band must match the corrugations on the pipe being joined.
The minimum width for locking bands is as follows:

for 2-2/3 x ½ inch corrugations	10-1/2 inches
3 x 1 inch corrugation	12 inches

For helical corrugations that have not been reformed the coupling bands must be at least 2 inches wider than the widths listed above.

Unless shown otherwise on the plans all bolts for coupling or locking bands shall be ½ inch in diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts. Bands wider than 12 inches shall have a minimum of 3 bolts.

Bolts must be galvanized in accordance with AASHTO Designation M232 or ASTM A164 Type RS.

(3) Gaskets for corrugated steel pipe shall be closed cell expanded rubber and shall be formed into a continuous band. Gaskets may be either “O” ring or flat band as recommended by the pipe manufacturer. Flat band gaskets shall be a minimum of 7” wide and 3/8” thick. “O” ring gaskets shall be 13/16” diameter minimum for pipe 36” in diameter or less and 7/8” for pipe larger than 36” diameter and having ½” deep corrugations. “O” ring gaskets shall be a minimum of 1-3/8” diameter for pipe having 1” deep corrugations. When “O” ring gaskets are furnished, an additional flat gasket shall be furnished and placed between the overlapping ends of the coupling band. This flat gasket shall completely fill the gap between the “O” rings. All gasket materials shall be capable of producing a water tight joint that will meet the leakage requirements of these specifications.

2. CORRUGATED STEEL MANHOLE FITTINGS, AND CLEAN OUTS

A. FABRICATION

(1) Corrugated steel manholes and fittings shall be constructed of the same material and type of pipe furnished for the storm sewer line with the exception that manhole risers shall be helical corrugated single wall circular pipe when used with pipe arch sewers or smooth lined corrugated steel pipe. The thickness of the manhole riser shall be the same as would be required for the same type and diameter pipe if it were used for the storm sewer.

(2) Cleanouts for use on shallow storm sewer and inlet leads shall be manufactured from pipe meeting the requirements of these specifications. Cleanouts shall be constructed to the dimensions and in accord with the details shown on the plans.

B. CONNECTION TO MANHOLES AND CLEANOUTS

(1) Stub outs from manholes and cleanouts for connection to storm sewers and inlet leads shall have annular corrugations and shall be compatible with the type and size of pipe being connected. Stub outs provided for connection to PVC pipe storm sewers and inlet leads shall be sized so that the PVC pipe can be inserted into the stub leaving the least amount of annular space between the PVC pipe and the CSP practical. The PVC pipe shall be connected using an approved molded rubber or PVC sleeve connector clamped to both pipes with stainless steel straps.

The connector shall be a flexible coupling as manufactured by Fernco, 300 S. Dayton St., Davison, MI., or approved equal.

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C. LEAKAGE

Manholes, fittings and cleanouts shall meet the leakage requirements of these specifications.

D. SHOP DRAWINGS

The contractor shall submit shop drawings of all manholes, fittings and cleanouts for approval prior to their fabrication. A minimum of 5 sets of drawings for each manhole, each fitting and each cleanout shall be submitted.

E. CONCRETE SLAB TOPS

A reinforced concrete slab top shall be constructed for each manhole and cleanout. The slab shall extend to one foot (1') outside the riser section on all sides and shall have an eccentric 2' diameter opening for the manway located at the outside edge of the riser section. For manholes and cleanouts designated for standard manhole rings and covers the concrete top shall be 8 inches thick and shall be finished smooth to receive the manhole ring.

For manholes designated to receive pressure type manhole rings and covers the concrete slab top shall be a minimum of 12 inches thick and shall have L bolts imbedded in the concrete to fit the requirements of the manhole ring furnished. The slab shall be finished smooth to receive the manhole ring. The manhole ring shall be securely bolted to the slab and sealed using "Ram Nek" or an approved equal bitumastic sealer between the manhole ring and the concrete slab.

The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

F. PRESSURE MANHOLE RING AND COVER

(1) Pressure type manhole rings and covers shall be Western Iron Works No. 380-24P or approved equal. The manhole cover shall be sealed with an “O” ring gasket in a ring groove and shall be secured to the ring by six (6) 5/8-inch stainless steel bolts.

(2) The ring shall have six (6) 1-1/4 inch bolt holes in the flange for securing the ring to the concrete slab top on the manhole.

3. CORRUGATED STEEL PIPE SLOTTED DRAIN

(1) Corrugated steel pipe slotted drains shall be fabricated from full circle corrugated steel pipe conforming to these specifications.

(2) C.S.P. Slotted drains shall be of a type as manufactured by “Contech Construction Products, Inc.”, “Texas Corrugators”, “Caldwell Culvert Company” or approved equal.

(3) The upstream end of CSP slotted drains shall be equipped with a bend and a ring and cover of the some size as the pipe from which the slotted drain was fabricated to allow cleaning equipment to be inserted into the slotted drain. The ring and cover shall be Nenah Foundry Co. R-5901 open grate or R-5900 solid lid or approved equal. Unless shown otherwise on the plans the open grate shall be furnished.

(4) When slotted drain is to be connected to PVC leads, molded rubber or PVC flexible connector as specified for connections to manholes and cleanouts shall be furnished.

4. DAMAGED COATING

A. PROTECTION OF PIPE

(1) Pipe fittings and specials shall be handled and stored in a manner that will minimize damage to the coating.

(2) The fabrication process shall be designed to minimize the burning of coatings during welding.

(3) Pipe and/or fittings showing excessive abuse or damage will be rejected.

B. REPAIRING DAMAGE

(1) Pipe on which the metallic coating has been burned by welding or has been otherwise damaged in fabricating or handling, shall be repaired. The repair shall be done so that the completed pipe shall show careful finished workmanship in all particulars.

(2) The damaged area shall be cleaned to bright metal by blast cleaning, power disk sanding, or wire brushing. The cleaned area shall extend at least ½ inch into the undamaged section of the coating. The cleaned area shall be coated within 24 hours and before any rusting or soiling.

(3) Zinc-rich paint shall be applied to a dry film thickness of at least 0.005 inches over the damaged section and surrounding cleaned area. Zinc-rich paint shall be used for repair of damage to all types of metallic coating -zinc, aluminum, and aluminum-zinc alloy.

2.03 CAST-IN-PLACE CONCRETE SEWER PIPE (NON-REINFORCED) FOR STORM SEWERS ONLY

1. DESCRIPTION

This item shall cover machine cast-in-place monolithic non-reinforced concrete pipe, which shall consist of Portland cement concrete placed in a prepared trench at such locations and grades shown on the plans and intended to be used for the conveyance of storm water. Items and item numbers referred to in this specification are the items as given in the "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges."

2. MATERIALS

The cast-in-place pipe shall be constructed of Class "C" concrete. The concrete shall meet the requirements of Item 421, "Concrete for Structures," and Special Provision thereto, except as otherwise noted herein or on the plans. Type III Portland Cement shall be used.

The minimum compressive strength for concrete used in this item is 4000 psi. Backfilling operations may proceed when the concrete has reached 2000 psi compressive strength.

The coarse aggregate grading for pipe diameters 48 inches or less shall conform to that of Aggregate Grade No. 3, one inch (1") maximum size aggregate under Item 421. For pipe diameters over 48 inches, Coarse Aggregate No. 2, one and one third inch (1-1/3") maximum size aggregate shall be used.

No concrete having a slump in excess of 2" will be permitted for use in pipes with diameters of 48 inches and over. For pipes with diameters less than 48 inches, no concrete having a slump in excess of 3" will be permitted for use. At the option of the Contractor, sections of precast reinforced concrete pipe (D-load) may be substituted for cast-in-place concrete pipe. Pipe and installation shall conform to the requirements of Item 465, "Pipe Sewers." Backfill shall be in accordance with the requirements for other storm sewers in these specifications using crusher fines (chat).

3. PIPE MAKING EQUIPMENT

The pipe shall be constructed with equipment specially designed for constructing cast-in-place monolithic concrete pipe. The equipment shall be acceptable to the Engineer and the Contractor may be required to furnish evidence of successful operation in other work of the equipment he proposes to use. Equipment not suitable to produce the quality of work required for the pipeline will not be permitted to operate on the project.

4. DIMENSIONS AND TOLERANCES

The design shell thickness shall be as specified in Table 1.

TABLE I

Internal Diameter inches	Min. Shell Thickness inches
18	2
24	2-1/2
30	3
36	3-1/2
42	4
48	5
54	5-1/2
60	6
66	6-1/2
72	7
84	8
96	9
108	10
120	11

Variation in the internal diameter shall not exceed plus or minus 3 percent. The maximum allowable deviation form the true grade of the design invert of the pipe shall not exceed ½ inch either side of true grade. Where deviation from true grade occurs, true grade shall be re-established at a maximum departure of one-eighth inch per foot.

5. EXCAVATION AND BACKFILL

Excavation shall be in accordance with the requirement for other types of storm drains, except as modified herein. The trench shall be excavated in the lines and grades shown on the plans or as directed by the Engineer. The width of the trench shall be sufficient to accommodate travel of the pipe machine only. The bottom of the trench shall be shaped to the nominal outside circumference of the pipe. Excavation shall be performed from the outlet to the inlet. If the trench is over-excavated for the bottom 210 degrees of the pipe the excess area shall be filled with concrete. If rock is encountered, it will be removed at least 6 inches below the bottom of the pipe and the trench refilled with material sufficiently compacted to

allow operation of the machine and provide a smooth firm surface. The sidewall of the pipe shall be placed against undisturbed material.

Backfill material will be a crusher fine (chat) as described elsewhere in these Specifications. No backfill other than permitted for curing purposes shall be placed until the line has been inspected and approved by the Engineer. The trench may be completely backfilled after the pipe has been in place at least 24 hours and concrete strength requirements have been reached. Light traffic, axle load less than 6,000 pounds, may be routed over the pipe after backfill has been completed for twenty-four (24) hours. Unrestricted traffic may be permitted over the pipe after the backfill has been in place for forty-eight (48) hours.

All backfill material shall be mechanically compacted to 95% modified proctor or as directed by the Engineer.

6. CONSTRUCTION

All surfaces against which concrete are to be placed shall be free from standing water, mud, and debris. Absorptive surfaces against which concrete are to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.

The concrete shall be placed in one operation around the full circumference of the pipe by means of a traveling form. The forms shall be of sufficient strength to withstand vibrating or tamping the concrete and to permit workmen to walk on the forms without causing springing or bulging at any point.

As the traveling form moves forward, forms shall be placed inside the newly formed pipe to support a minimum of 230 degrees of the upper portion of the pipe.

The concrete shall be vibrated, rammed, tamped or worked with suitable appliances until the concrete has been consolidated to the maximum practicable density, free of rock pockets, and closes snugly against all surfaces or forms and provides a bond between the pipe shell and supporting earth.

When placing operations cease for any reason, the end of the pipe shall be left rough with a slope of approximately 45 degrees. The ends of the pipeline shall be covered with canvas or other suitable cover material to prevent excessive loss of moisture from the interior of the pipe already placed.

When starting pipe laying operation from a previously laid cast-in-place pipe or section of pre-cast pipe, a construction joint shall be made by excavating a “bell” completely around the end of the existing pipe and constructing a concrete collar to extend at least one foot either side of the joint with a minimum thickness equal to that of the wall of the pipe. The end of the existing pipe shall be clean and damp before continuing pipe making operations. Cleaning of the construction joint shall consist of removing all latency, loose or defective concrete, coatings, and any other deleterious materials.

All forms shall be clean and shall be placed at the trench side at the location of their proposed use for inspection by the Engineer. Forms, which are defective in any way, will not be used, and upon condemnation they shall be removed from the site of the work. The forms shall not vary more than ½ inch from the lower edge of a straightedge laid parallel to the centerline of the form, and shall be free of any holes larger than 5/8 inch in greatest dimension. The pipe machine shall be thoroughly clean and serviced prior to the placing of the concrete. Particular attention will be given to all parts of the machine with which concrete comes into contact.

Concrete chutes or trunks shall be provided to reach within 1 foot of the pipe machine hopper. The end of the chute or trunk shall discharge the concrete at the center of the hopper. Provisions shall be maintained to minimize segregation of the concrete mix in all phases of the operation.

Delays in placing shall be handled as follows or as otherwise directed. The concrete hopper on the pipe laying machine shall be kept ½ full at all times, provided, however, that when placing operations cease or are delayed for any reason for more than 20 minutes, the pipe machine shall be pulled forward until all the concrete is exhausted and until the top troweling skirt is clear of the concrete. If the pipe laying operation proceeds within one hour of the time of the last placement, no further steps need to be taken. However, if longer than one hour has elapsed, then a construction joint must be made as previously described. The end of the pipe shall be left rough and at the natural slope when the machine is moved forward.

All junctions of pipe shall be provided for at the time the cast-in-place pipe is placed.

Inside forms shall be removed from the pipe not sooner than 4 hours nor longer than 24 hours after placement of the concrete. Care shall be taken when removing forms to prevent damage to the pipe. The inside of the pipe shall be carefully inspected for imperfections in placement, and any required repairs or smoothing shall be made immediately to provide a uniform interior surface. No wash, mortar or concrete shall be applied to a surface not properly moistened or cleaned. Visible cracks shall be brushed with cement paste or chipped out and pointed up with cement mortar. Any cracks that appear to go through the shell shall be grooved and filled with mortar. All construction operations and methods for providing a watertight pipeline shall be the responsibility of the Contractor. Mortar shall consist of one part cement; two parts well graded sand passing 1/8-inch sieve. Wash shall consist of four parts cement, one part fire clay. The finished surface of the concrete pipe shall be substantially free of fractures, cracks and surface roughness.

7. CURING CONCRETE

Immediately after the concrete is placed the exposed surface of the concrete shall be cured by covering the top with a sheet of polyethylene film sealed with dirt along the edges. During the curing period following the placement of the concrete, the ends of the pipeline and all other openings into the pipeline shall be covered with canvas or other suitable material, except at locations where work is actually in progress. The inside surface of the pipeline shall not be cured.

8. MANHOLES AND BENDS

Manhole bases shall be hand formed on top of the pipe as soon as the pipe-placing machine has passed. Where required, the extra width for manholes shall be excavated ahead of the pipe placing operation. The base for the manhole shall be formed to receive a standard precast concrete barrel section and shall be shaped and smoothed so that the joint can be sealed water tight by use of “Ram Nek” or other approved joint sealing material.

Bends may be formed and cast in place or fabricated using precast reinforced concrete pipe (load D). Design and shop drawings shall be submitted to and approved by the Engineer before the bends are fabricated or cast.

9. MEASUREMENT

Measurement of manholes shall be as specified elsewhere in these specifications. Measurement of bends shall be as for other storm sewer pipe. The method of pipe measurement shall conform to that for other types of storm drainpipe in the section or storm drains in these specifications.

10. PAYMENT

Payment for cast-in-place non-reinforced pipe sewers, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of “Pipe Sewers (Cast-in-Place)” complete in place. Payment for manholes shall be as specified elsewhere in these specifications.

Such payment shall be full compensation for furnishing all concrete materials, precast reinforced concrete pipe used in place of cast-in-place pipe, and for all other materials, tools, labor, equipment, and incidentals required to perform the applicable work prescribed herein.

When precast reinforced concrete pipe at the Contractor’s option is used in a line of cast-in-place pipe the additional excavation for the pipe will be subsidiary.

2.04 CENTRIFUGALLY CAST FIBERGLASS REINFORCED RESIN PIPE SEWERS

A. DIRECT BURY PIPES

1. GENERAL

All pipes, joints and fittings shall be manufactured in accordance with the requirements of the applicable standard given below except as noted herein:

Service	Standard
Non pressure Sanitary Sewer	ASTM D3262
Sewer Force Main and Effluent Lines	ASTM D3754

Pipes shall be centrifugally cast, fiberglass-reinforced polyester resin as manufactured by Hobas USA, Inc. or approved equal.

Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

2. MATERIALS

The manufacturer shall use only approved polyester resin systems for which he can provide a proven history of performance in these particular applications. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade of E-glass filaments with binder and sizing compatible with impregnating resins. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%

3. DIMENSIONS

Pipe outside diameters shall be in accordance with AWWA Standard C151 and C950. For diameters larger than covered in those documents, OD's shall be as shown in Table 1.

TABLE I

*WP/s		0/46		50/46		100/46		150/46		200/46	
Nomin Pipe Sz. (in.)	Pipe OD (in.)	Min. wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt (lb/ ft.)
18	19.50	.42	20	.41	20	.40	19	.38	18	.37	18
20	21.60	.46	25	.45	24	.43	23	.42	22	.40	21
24	25.80	.54	35	.53	34	.51	33	.49	31	.47	30
30	32.00	.66	54	.65	53	.62	51	.60	49	.57	47
36	38.30	.78	77	.77	76	.74	73	.71	70	.68	67
42	44.50	.90	104	.88	101	.85	98	.82	94	.78	89
48	50.80	1.02	134	1.00	131	.96	126	.93	122	.88	115
54	57.10	1.14	169	1.12	166	1.08	160	1.04	155	.99	147
60	62.90	1.26	209	1.23	204	1.19	197	1.14	188	1.09	180
66	69.20	1.38	249	1.35	243	1.30	234	1.25	228		
72	75.40	1.50	298	1.47	292	1.41	280	1.36	270		
78	81.60	1.62	352	1.58	343	1.52	331	1.47	320		
84	88.00	1.74	409	1.70	399	1.64	385				
90	94.30	1.86	468	1.82	458	1.75	440				
96	100.6	1.98	531	1.94	520	1.87	501				

- **Maximum nominal working pressure in psi/pipe stiffness in psi**

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be the nominal plus or minus 2 inches. At least 90% of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

4. **PRESSURE CLASS & TESTING FOR SEWER FORCE MAINS AND EFFLUENT LINES**

The pipe nominal pressure class (PN) shall be equal to or greater than the maximum sustained operating pressure of the line. The minimum pressure rating for non-pressure pipe shall be 15 psi.

The maximum transient (operating plus surge) pressure of the line shall not exceed the pipe nominal pressure class by more than 40%.

Pipe hoop tensile strength for pressure pipe shall be verified as specified in the applicable standard (D3754 or C950) or by random burst testing at the same sampling frequency. All pipes shall be capable of withstanding a test pressure of 2 times the maximum sustained operating pressure of the line without leaking or cracking. This performance shall be periodically verified at the factory for pressure pipe at least once per lot as defined in D3754, section 7.1.

A. JOINTS

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

B. FITTINGS

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall, when installed, be capable of withstanding all operating conditions. Acceptable configurations include contact molded or metered fiberglass or properly protected standard ductile iron.

Unbalanced thrust forces shall be restrained with thrust blocks or other approved suitable methods. Fiberglass tees, wyes, laterals, or other similar fittings shall be fully encased in reinforced concrete designed to withstand the pressure forces.

2.05 POLYETHYLENE SEWER PIPE

A. SCOPE

(1) This specification covers Polyethylene (PE) pipe with a corrugated outer wall and a smooth interior wall, for use with non-pressure sanitary sewer systems. The PVC fittings and joints are included in the specification.

B. MATERIAL AND MANUFACTURING

1. PIPE MATERIALS

The pipe shall be made from clean virgin Polyethylene compounds having a cell classification of 324420C as defined by ASTM D-3350.

2. FITTING MATERIALS

The fittings shall be made from clean virgin polyvinyl chloride (PVC) compounds having a cell classification of 12454B, 1245C or 13343C as defined by ASTM D-1784.

Pipe shall be manufactured by simultaneous extrusion of the corrugated and smooth walls with the smooth inner wall fused to the outer corrugated wall.

Fittings shall be molded or fabricated.

3. JOINING MATERIALS

a. Gaskets
b. Elastomeric gaskets shall meet the requirements of ASTM F-477.
c. Lubricants

The lubricants used for assembly shall have no detrimental effect on the gasket or the pipe, and shall be per published recommendations of the pipe manufacture.

4. MATERIAL CERTIFICATION

A manufacture's or an independent laboratory certification shall be furnished to the purchaser/engineer that the products were manufactured, sampled, tested, and inspected at the time of manufacture in accordance with this specification.

C. PIPE DIMENSIONS

Pipe dimensions shall meet the following requirements when tested in accordance with ASTM D-2122.

Nominal Size	Avg. O.D.	Avg. I.D.
4	4.790 (121.7)	4.00 (101.6)
6	6.930 (176.0)	6.00 (152.4)
8	9.145 (232.2)	8.00 (203.2)
10	11.405 (289.7)	10.00 (254.0)
12	14.450 (367.0)	12.00 (304.8)
15	17.530 (445.3)	15.00 (381.0)
18	21/150 (537.2)	18.00 (457.2)

D. INSTALLATION

1. Joint Tightness

Minimum joint performance shall show no leakage when tested in accordance with ASTM D-3212.

2. Supplier Assistance

A manufacturers representative of the above referenced pipe material shall be present at the beginning of the installation as required by the Design Engineer or Contractor and shall remain on site until released by the Design Engineer or Field Inspector/Engineer.

2.06 INLETS FOR STORM SEWERS

A. CURB TYPE INLETS

(1) Curb inlets shall be constructed at the locations and to the lines and grades or shown on the plans or as directed by the Engineer.

(2) Curb inlets shall be constructed of reinforced class “C” concrete in accordance with Section 1-B “Concrete Structures” and the plans and detail drawings.

(3) The curb section and the curb inlet shall conform to the curb and gutter section in which it is placed in so far as it is possible.

B. GRATE TYPE INLETS

(1) Grate inlets shall be constructed at the locations and the lines and grades as shown on the plans or as directed by the Engineer.

(2) Concrete boxes for grate inlets shall be constructed of reinforced Class “C” concrete in accordance with Section 1-B “concrete Structures” and the plans and detail drawings.

(3) Grates shall be constructed of ASTM A-48 gray iron having minimum tensile strength of 35,000 psi or ductile iron having a minimum tensile strength of 60,000 psi and a yield strength of 40,000 psi.

The size, style, shape, type, weight and class shall be as shown on the plans.

Grate frames shall be as manufactured for the grate by the grate fabricator. If more than one type or style or frame is available, the type and/or style shall be as indicated on the plans.

C. COMBINATION INLETS

(1) Combination curb and grate inlets shall be constructed at the locations and to the lines and grades as shown on the plans or as directed by the Engineer.

(2) Combination inlets shall be constructed in accordance with the applicable requirements for “Curb type inlets” and “Grate type inlets” above.

D. INLET LEADS

(1) Inlet leads may be PVC pipe or CSP as shown on the plans and called for in the bid proposal.

(2) Inlet leads shall be constructed in accordance with the specifications for type of material used and the plans and detail drawings.

(3) Where two or more leads are joined together to form a single lead to the storm sewer they shall be joined at a cleanout unless shown otherwise on the plans.

(4) Inlet leads shall be connected to the storm sewer at a manhole. The leads shall enter the manhole at a point that will match the .8 points of the two pipes as near as practical.

E. CLEANOUT FOR STORM SEWER INLET LEADS

Cleanouts at the juncture of inlet leads shall be constructed in accordance with the dimensions and requirements shown on the plans and detail drawings.

F. CORRUGATED STEEL SLOTTED DRAINS

(1) Corrugated steel slotted drains shall be as specified in section 2.02-3 of these specifications and shall be furnished in the lengths and diameters as shown on the drawings and in the bid proposal.

(2) Corrugated steel slotted drains are approved for nuisance water inlets only and are sized to allow for considerable clogging before they will cease to function in this capacity.

2.07 MANHOLES

1. GENERAL

A. **CONCRETE MANHOLES ARE NOT TO BE USED FOR SANITARY SEWERS AFTER DECEMBER 31, 2002. FIBERGLASS MANHOLES ARE TO BE USED FOR ALL SANITARY SEWERS**. Concrete manholes can be used for storm water sewers.

All manholes furnished for this project shall be precast unless noted otherwise on the plans and or bid proposal.

Precast manholes shall conform to the requirements of ASTM Specification C-478 with the modifications given in this article.

Concrete used for precast manholes shall have a minimum 28-day compressive strength of 4,000 psi and shall have a minimum cement content of 7 sacks per cubic yards.

All manhole sections shall be furnished with tongue and groove type joints suitable for sealing water tight with rubber or bituminous joint sealer or gaskets.

B. When cast in place components for manholes are called for on the plans the concrete used shall have a minimum 28 day compressive strength of 4,000 psi and a minimum cement content of 7 sacks per cubic yard and shall conform to the requirements of ASTM Specification C-478 with wall thickness as shown on the plans and detail drawings.

Aggregate for the concrete shall meet the sodium sulfate and magnesium sulfate test as required in ASTM Specification C-33.

C. Mortar for filling and shaping the inverts in precast manhole bases and for mortaring precast grade rings and cast iron rings and covers shall consist of one part Portland cement ASTM C150 Type 1 to 3 parts washed sand mixed with just enough water to make a workable mix.

D. Manholes for corrugated steel pipe may be precast concrete or corrugated steel as described in Article 2.02. The type and material shall be as shown on the plans and called for on the bid proposal.

2. PRECAST MANHOLES

A. Manhole base sections shall be cast with an integral floor and shall be constructed in accordance with the details shown on the plans.

B. Manhole riser sections shall be constructed in accordance with the plans and details and these specifications. When pipe openings are required in manhole riser sections they shall be of the same type and meet the same requirements as the pipe openings in the precast bases.

Manhole riser sections for each manhole shall be furnished in the proper combination of lengths to construct the manhole in conjunction with the other components to the finished grade shown on the plans.

C Eccentric cone sections shall be constructed in the same manner as other components except the top of the cone will have a flat surface to accommodate the manhole ring and cover or grade adjusting rings instead of a tongue or groove.

Generally openings will not be required in the wall of the cone section of the manhole.

D. Manhole grade rings shall comply with all the requirements for manhole riser sections except they shall be cast smooth both sides without tongues and/or grooves.

Manhole grade rings shall be sized to fit the smooth small end of the cone section and shall be cast in heights of 2", 4" or 6".

E. Joint seals for precast concrete manholes shall be a bitumastic sealer such as Ram-Nek or approved equal, a soft rubber sealer such as Butyl-Lok or approved equal or an approved "O" ring gasket or a combination of the above if required to achieve a water tight joint.

F. All water tight Storm Sewer Manholes constructed on this project shall have Neenah R-1755-C watertight manhole rings and covers or approved equal.

No separate payment will be made for the protective plastic manhole linings or for the water tight manhole rings and covers but the cost of these items shall be included in the price bid for water tight Storm Sewer Manholes.

In addition to the markings required by ASTM Specification C-478, all components of each manhole shall be, marked with location identifying information such as manhole number or line number and station value where manhole is to be installed. If the manhole has openings for installation of branch lines above the base section, each manhole section shall be clearly marked with the sequence of installation to assure the branch opening will be at the correct elevation.

3. FIBERGLASS MANHOLES

A. SCOPE

Fiberglass reinforced polyester manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl resins, with fiberglass reinforcements and in accordance with the latest edition of ASTM D 3 753 (Standard Specification for Glass-Fiber Reinforced Polyester Manholes). Fiberglass manholes shall be used with fiberglass or plastic sewer pipe.

B. MATERIALS

1. **Resin:** The resins used shall be a commercial grade unsaturated polyester resin.

2. **Reinforcing Materials**: The reinforcing materials shall be commercial Grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or a combination of the above, having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

3. **Surfacing Materials**: If reinforcing materials are used on the surface exposed to the contained substance, they shall be a commercial grade chemical-resistant glass organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

4. **Fillers and Additives**: Fillers, when used, shall be inert to the environment and wet well construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used. The resulting reinforced plastic material must meet the requirement of this specification.

C. FABRICATION

1. **Exterior Surface**: The exterior surface shall be relatively smooth with no sharp projections. Handwork finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than ½ inch in diameter, de-lamination and fiber show.

2. **Interior Surface**: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, de-lamination, blisters larger than ½ inch in diameter, and wrinkles of 1/8 inch or greater in depth. Surface pits shall be permitted up to 6 per square foot if they are less than ¾ inch in diameter and less than 1/16 inch deep.

3. **Defects not permitted**:

Exposed fibers: glass fibers not wet out with resin.
Resin runs: runs of resin and sand on the surface
Dry areas: areas with glass not wet out with resin.
De-lamination: separation in the laminate.
Blisters: light colored areas larger than ½ inch in diameter.
Crazing: cracks caused by sharp objects
Pits or Voids: air pockets.
Wrinkles: smooth irregularities in the surface.
Sharp projection: fiber or resin projection necessitation gloves for handling.

D. PHYSICAL REQUIREMENTS

1. **Load Rating**: The complete manholes shall have a minimum dynamic-load rating of 16,000 ft-lbs. when tested in accordance with this standard. In order to establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load

tested to 40,000 ft-lbs. and shall not deflect vertically downward more than ¼ inch at the point of load application when loaded to 24,000 lbs.

2. **Stiffness**: The manhole cylinder shall have a minimum pipe stiffness value as shown below when tested in accordance with A.S.T.M. 3753 8.5 (note 1)

Depth Ft.	F/dy.psi
3 – 6.5	0.75
7 – 12.5	1.26
13 – 20.5	2.01
21 – 25.5	3.02
26 – 35	5.24

3. **Soundness:** In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to A.S.T.M. 3753 8.6.

4. **Chemical Resistance**: The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection.

5. **Physical Properties**:

	Hoop Direction	Axial Direction
a. Tensile Strength (pi)	18,000	5,000
b. Tensile Modulus (pi)	0.6×10^6	0.7×10^6
c. Flexural Strength (psi)	26,000	4,500
d. Flexural Modulus (psi)	1.4×10^6	0.7×10^6
e. Compressive (psi)	18,000	10,000

6. **Minimum Wall Thickness**: Shall be 0.48” nominal at all depths of the manholes.

E. TEST METHODS: All tests shall be performed as specified in A.S.T.M 3753 latest edition, section 8. Test method D-790 (see note 5) and test method D-695.

F. QUALITY CONTROL: Each completed manhole shall be examined for dimensional requirements, hardness, and workmanship. All required A.S.T.M 3753 testing shall be completed and records of all testing shall be kept and copies of test records shall be presented to customer upon formal written request within a reasonable time period.

G. CERTIFICATIONS: As a basis of acceptance the manufacturer shall provide a independent certification which consist of a copy of the manufacturer’s test report and accompanied by a copy of the test results that the manhole has been sampled, tested,

and inspected in accordance with the provisions of this specification and meets all requirements.

H. SHIPPING AND HANDLING: Do not drop or impact the fiberglass manhole. Fiberglass manhole may be lifted by inserting a 4" x 4" x 30" timber into the top of manhole with cable attached or by a sling or "choker" connection around center of manhole, lift as required. Use of chains or cables in contact with the manhole surface is prohibited.

I. CONCRETE:

1. **Fiberglass Bottom**: Manholes may have fiberglass bottoms that are a minimum of 6" below the OD of the pipe invert when concrete is used to form the invert. Manufactured fiberglass inverts and bench areas are allowed, or concrete may be used to form bench area and invert. Concrete is to be used on top of anti-flotation ring and around the reducer section as required for buoyancy.

2. **Concrete Bottom**: Lower manhole into wet concrete until it rests at the proper elevation, with a minimum of 4 inches of fiberglass manhole inserted into the wet concrete below flow line, then move manhole to plumb. The concrete shall extend a minimum of one foot from the outside wall of the manhole and a minimum of 6 inches above incoming lines. On the inside concrete shall form the bench and invert area and rise a minimum of 4 inches above incoming lines. If required by Engineer concrete may be used around reducer section for buoyancy control.

BACKFILL:

1. **Backfill Material**: Unless shown otherwise on drawings and approved by the Engineer, sand, crushed stone, or crushed gravel shall be used for backfill around the manhole for a minimum distance of one foot from the outside surface and extending from the bottom of the excavation to the top of the reducer section. Suitable material chosen from the excavation may be used for the remainder of the backfill. The material chosen shall be free of large lumps or clods, which will not readily break down under compaction. This material will be subject to approval by Engineer.

2. **Backfill Procedure**: Backfill shall be placed in layers of not more than 12 loose measure inches and mechanically tamped to 95% Modified Proctor Density, unless otherwise approved by Engineer. Backfill shall be placed in such a manner as to prevent any wedging action against the fiberglass manhole structure.

K. MARKING and IDENTIFICATION: Each manhole shall be marked on the inside and outside with the following information:

Manufacturer's name or trademark
Manufacturer's factory location
Manufacturer's serial number
Total length

4. MANHOLE RINGS AND COVERS

A. Manhole rings and covers furnished for this project shall be pattern No. 300-24 as produced by Western Iron Works, Inc., 21 E. 6th St., San Angelo, Texas 76903-5493 or Bass and Hays Foundry, Inc., 238 South Bagdad Rd., Grand Prairie, Texas 75050, or approved equal.

B. WATER TIGHT MANHOLE COVERS

(1) Water tight manhole rings and covers furnished for this project shall be number R-1755-C as manufactured by Neenah Foundry Company, P.O. Box 729, Neenah, Wisconsin 54957, or approved equal.

(2) When watertight replacement sanitary sewer manhole rings and covers are called for on the plans and in the bid proposal they shall be Neenah Foundry Co. No. R-1755-C or approved equal.

No separate payment will be made for adjusting to grade of the replacement watertight manhole rings and covers. The contractor shall schedule this work to coincide with other manhole and water valve adjustments and any costs that might be involved shall be included in the price bid for replacement water tight manhole rings and covers.

(3) Manhole vents shall be used in conjunction with watertight rings and covers spaced every third manhole or as indicated on the plans. Vents shall be constructed as indicated on City design and construction standards.

C. Pressure type manhole rings and covers may be required for certain storm sewer applications. When pressure type manhole rings and covers are called for on the plans and/or bid schedule they shall be Western Iron Works Pattern #380-24P or approved equal. The manhole cover shall be sealed with an “O” ring gasket in a ring groove and shall be secured to the ring by six (6) five-eighths inch (5/8”) stainless steel bolts. The ring shall have six (6) one and one quarter inch (1-1/4”) bolt holes in the flanges for securing the ring to the concrete slab top on the manhole.

D. All manhole covers except grate type shall have two blind pick holes or pick bar cast into them. The blind pick holes or pick bars shall be placed on opposite sides of the cover.

E. All manhole covers except grate type shall have cast into their tops in letters 2 inches high minimum one of the following:

CITY OF MIDLAND
SANITARY SEWER
OR
CITY OF MIDLAND
STORM DRAIN

which ever is applicable.

2.08 GRANULAR MATERIALS

A. GRANULAR MATERIAL GRADATION CLASSIFICATIONS:

Granular materials furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as sharp grained sand, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM C33 Grade #57	x			
ASTM C33 Grade #67	x			
ASTM C33 Grade #8		x	x	
THD 1982 Item 302 Type D Grade 4		x	x	
THD 1982 Item 302 Type D Grade 5			x	
Crusher fines**			*x	x

*100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the ¾" sieve.

** Approximate Gradation for Crusher Fines.

Sieve Size	% Passing
2 inch	100
# 4	35 - 100
# 10	20 - 100
# 40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

B. GRANULAR MATERIAL USE DESIGNATIONS:

Granular materials provided for Foundation, Bedding, Encasement, or Backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B bedding where specified.
Granular Encasement	Placed below an elevation one half foot (6”) above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

PART 3 – EXECUTION

3.01 LOCATION OF WORK

A. The work will be located as shown on the plans.

B. It may be necessary for the Engineer to shift lines as reasonable amount to avoid an obstruction to the construction or to reduce right of way difficulties. The Contractor will not be allowed any additional compensation due to shift of lines. Additional compensation will be allowed only for lengthening of lines.

3.02 PROTECTION OF SURFACE STRUCTURES

A. All surface structures and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval by the Engineer.

B. Obstructions such as street signs, guard posts, mail boxes and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as

approved by the Engineer and that non-essential items are properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting. This removal, relocation and replacement shall be at the sole expense of the Contractor.

In the event of damage to any surface structures or improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer and without cost to the Owner.

3.03 INTERFERENCE OF UNDERGROUND STRUCTURES

A. When any underground structure interferes with the planned placement of the pipeline or appurtenances to such an extent that alterations in the work are necessary to eliminate the conflict or avoid endangering effects on either the existing or proposed facilities, the Contractor shall immediately notify the Engineer and the Owner of the affected structure. When any existing facilities are endangered by the Contractor's operations, he shall cease his operations at the site and take such precautions as may be necessary to protect the in place structures until a decision is made as to how the conflict will be resolved.

B. Without specific authorization from the Engineer, no essential utility service shall be disrupted, nor shall any change be made in either the existing structures or the planned installations to overcome the interference. Alterations in existing facilities will be allowed only to the extent that service will not be curtailed unavoidably and then only when the encroachment or relocation will satisfy all applicable regulations and conditions.

C. Wherever alterations are required as a result of unforeseen underground interference not due to any fault or negligence of the Contractor, the Engineer will issue a written order covering any additional or extra work involved and specifying the revised basis of payment, if any. Any alterations made strictly for the convenience of the Contractor shall be subject to prior approval and shall be at the Contractor's expense.

D. No extra compensation will be allowed for delays caused by the interference of underground structures.

3.04 SEPARATION BETWEEN SANITARY SEWERS AND WATER MAINS

A. Sanitary sewers and service lines shall be installed so that the separation between the sewer and water mains is not less than 9 feet in all directions. The 9 feet shall be measured between the nearest outside edges of the pipe.

B. When the required 9 foot minimum separation cannot be maintained and a sanitary sewer must be constructed parallel to a water main, the sanitary sewer shall be constructed of ductile iron or PVC pipe meeting AWWA specification or having NSF approval for potable water pipe, with a pressure rating of 100 psi for both the pipe and the joint. The sanitary sewer line shall

be installed in a separate trench and may be placed no closer than 2 feet vertically and 4 feet horizontally from the water main, with the separation being measured from the nearest outside walls of the pipes. The sanitary sewer shall be constructed lower than the water main.

C. When a sanitary sewer must cross a water main and the 9 feet required separation cannot be maintained, the sanitary sewer may be constructed with a minimum clear separation between the outside diameters of the two pipes of 6 inches if that part of the sanitary sewer within 9 feet of the water main is constructed of ductile iron pipe or PVC pipe meeting AWWA specifications, having a 150 psi pressure rating and equipped with pressure type joints. One length of the sewer pipe must be centered on the water main and where possible, the sanitary sewer should pass under the water line.

D. When the 9 foot required separation cannot be maintained and a sanitary sewer force main must be constructed parallel to a water main, the sanitary sewer force main shall be constructed of ductile iron or PVC pipe meeting AWWA specifications and having a pressure rating of 150 psi and equipped with pressure type joints. The force main must be constructed with a minimum vertical separation of 2 feet and a minimum horizontal separation of 4 feet measured between the outside diameters of the pipes. The force main must be constructed lower than water main.

Table I showing separation of water and sewer lines and construction materials allowed:

TABLE 1
SEPARATION OF WATER AND SEWER LINES

Condition	Location	Material		Separation (Min.)		Comments
		Water	Sewer	Vert.	Horiz.	
NEW WATER AND NEW SEWER SYSTEM						
New Water & New Sewer Gravity Sanitary Sewer Parallel to Water Main	Water above Sewer	Std.	CI DI PVC 150 PSI	2’	4’	Separate Trenches
Gravity Sanitary Sewer Crossing Water Main	Water above Sewer or Sewer above Water	Std	CI DI PVC. 150 PSI	6”	NA	Center one joint of sewer pipe on water main
Gravity Sewer Crossing Water Main	Water above Sewer	Std	ABS, Clay Conc. composite	2’	NA	Cement stabilize sand initial backfill zone each side of crossing. Center of sewer for 9 ft one joint of sewer pipe on water Main
NEW WATER AND EXISTING SANITARY SEWER						
New Water Parallel Existing Sewer	Water above Sewer	Std.	Clay, Conc. ABS CI DI PVC	2’	4’	If sewer shows no sign of leakage, then leave sewer alone. If Sewer shows signs of leakage, then repair or replace.
New Water Crossing Existing Sewer	Water above Sewer	Std	Clay, ABS Conc. composite	2”	NA	If sewer shows no sign of leakage, then leave sewer alone if sewer shows signs of leakage then repair or replace.
New Water Crossing Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	NA	Replace existing sewer with one joint CI,DI,PVC-150 Centering over waterline
New Water Parallel to Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	4’	Replace existing sewer with CI, DI, PVC – 150 PSI or Cement Stabilized sand back- fill initial Backfill none of sewer where parallel closer than 9 ft., or Encase the water in 150 PSI Pipe two nominal sizes larger.

EXISTING WATER AND NEW SANITARY SEWER						
New Sewer parallel Existing Water	Water above Sewer Or Sewer above Water	Std	CI DI PVC 150 PSI	2’	4’	Separate trenches
New Sewer crossing Existing Water	Water above Sewer or Sewer above water	Std	CI DI PVC 150 PSI	6”	NA	Center one joint of sewer pipe on water main.
New Sewer crossing Existing Water	Water Above Sewer	Std	Clay, ABS Conc. composite	2’	NA	Cement Stabilize sand initial backfill zone of sewer for 9 ft each side of crossing. Center one joint of sewer pipe on water main.

3.05 EXCAVATION

A. Excavation of every description and of whatever materials encountered shall be made to the alignment and depth shown on the plans or as directed by the Engineer. Excavation shall be made by open cut. Sides of trenches shall be kept as nearly vertical as possible and the trench shall be so braced, sheeted and drained that workmen may work safely and efficiently therein. The trenches shall be sufficiently straight between designated angle points to permit the pipe to be laid true to line in the approximate center of the trench.

B. The trench width may vary with and depend upon the depth of trench, the diameter of pipe to be laid and the nature of the material to be excavated; but in any case shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly. The minimum width of unsheeted trench shall be 18 inches. The maximum clear width of trench at the top of the pipe shall be not more than two (2) feet greater than the outside diameter of the pipe for pipes up to 33” diameter except by consent of the Engineer. Whenever, for any reason, the maximum trench width is exceeded, the Contractor shall provide, at his own expense, pipe of higher class and/or bedding adequate to sustain the increased soil load as calculated by the Engineer.

C. Trenches shall be undercut to provide for the class bedding specified and/or shown on the plans. Bell holes shall be excavated to insure the pipe resting for its entire length upon the bedding material. Where trenches are under-cut beyond the depth required for bedding the trench shall be brought to grade by using crushed aggregate as specified for foundation herein. The use of loose native soil will NOT be permitted for this purpose.

D. No pipe shall be laid in water. Where the ground water table is at or above trench bottom, the Contractor shall de-water the trench to permit the pipe to be laid on a solid foundation.

   Costs for de-watering by whatever method selected shall be considered incidental to the price bid per foot of pipe.

   The Contractor shall discharge pumps to the natural drainage channels, or if permitted, to other sewer or drains.

Where sewer pipelines are located in or across streambeds or drainage ditches, the Contractor shall divert the stream flow and de-water each section as the work progresses.

E. Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his own expense under the direction of the Engineer.

F. Whenever wet, soft or unstable soil, incapable of properly supporting the pipe, manholes or other structure is encountered in the trench, a further depth and/or width shall be excavated and refilled to trench bottom grade with gravel or other approved suitable material thoroughly compacted to assure a firm foundation for the pipe.

G. Rock, boulders and large stones shall be removed to provide a clearance of at least six (6) inches below the outside barrel of the pipes, valves, or fittings and to a clear width of six (6) inches on each side of all pipe and appurtenances for pipe 15 inches in diameter or less, and a clear width of nine (9) inches on each side of all pipe and appurtenances for pipe larger than 15 inches in diameter. Adequate clearance for properly joining pipe laid in rock trenches shall be provided at bell holes. The space between the rock at the bottom of the trench and the bottom of the pipe barrel shall be filled with compacted bedding material.

H. The Engineer shall be notified of any need for blasting to remove materials which cannot be broken up mechanically, and there shall be no blasting operations conducted until the Engineer's approval has been secured. Blasting operations will be allowed only when proper precautions are taken to protect life and property, and then shall be restricted as the Engineer directs. The Contractor shall assume full responsibility for any damage caused by blasting, regardless of the requirements for notification and approval. The Contractor shall secure any required permits for blasting and shall conduct blasting operations in conformance with all applicable State and local laws, regulations and ordinances.

I. In the event the Contractor desires to employ tunneling in locations other than as shown on the Plans in order to avoid replacement of sidewalks, etc., he shall do so only upon receipt of specific permission from the Engineer. Tunneling of this nature shall be considered incidental.

J. Excavated materials will be classified for reuse as being either suitable or unsuitable for backfill or other specified use.

3.06 SPECIAL SAFETY PROVISIONS

1. TRENCH SAFETY SYSTEMS

A. DESCRIPTION

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, de-watering or diversion of water to provide adequate drainage.

B. CONSTRUCTION METHODS

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. Arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires “Design by a qualified person or a qualified engineer,” [For example see 1926.652 (b) (3) and 1926.652 (c) (4)], a “qualified person or qualified engineer” shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

C. TRENCH SAFETY PROGRAM

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

D. INSPECTION

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

2. SAFETY RESTRICTIONS - work near high voltage lines

The following procedures will be followed regarding the subject item on this contract:

A. Warning signs painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

B. All equipment except back hoes or dippers that may be operated within ten feet of high voltage lines shall have an insulating cage-type of guard about the boom or arm and insulator links on the lift hook connections.

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

D. The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

3.07 PIPE LAYING

A. All gravity pipe shall be laid using approved grade boards, furnished and set by the Contractor at no additional cost to the Owner, according to the grade stakes established by the Engineer. The maximum spacing of grade boards shall be fifty (50) feet. No sewer shall be laid unless there is a minimum of three grade boards set to check the proper grade and alignment ahead. The Contractor shall provide and use a suitable grade rod to insure the proper grade of the pipe.

B. The Contractor may use the laser beam method of setting a line and grade for the sewer by using the laser beam coaxially through the center of the sewer being laid. The laser beam projector is to be rigidly mounted to its support platforms, with a two-point suspension, or equivalent, assuring that all ground and equipment vibrations are kept to an absolute minimum. The Contractor shall furnish all equipment including equipment necessary to control atmospheric conditions in the pipe to keep line and grade to acceptable standards of accuracy. Competent experienced people who have been properly trained to operate the equipment used must operate the laser beam system.

C. The Contractor shall stake check pegs at all manholes throughout the job. Check pegs midway between manholes and any other checkpoints deemed necessary to assure accuracy of the equipment shall be provided by the contractor.

D. Each piece of pipe and special fitting shall be carefully inspected before it is placed and no defective pipe shall be laid in the trench. Pipe laying shall proceed upgrade, starting at the lower end of the grade and with the bells uphill. No pipe shall be laid except in the presence of an inspector representing the Engineer. Any pipe laid except in the presence of an inspector representing the Engineer shall be subject, at the contractor's expense, to a television camera inspection and survey by the city. Trench bottoms found to be unsuitable for foundations after pipe laying operations have started shall be corrected and brought to exact line and grade with approved compacted granular material as specified for foundation in Item 2.07 A. of these specifications.

E. Pipe laying shall proceed up-grade with spigot or tongue ends pointing in the direction of flow. The spigot shall be centered in the bell, and pipe shoved into position, and brought into true alignment. It shall be secured there with bedding material carefully tamped under and on each side of it, excepting at bell holes. Care shall be taken to prevent dirt from entering the joint space.

F. Any defective or damaged pipe discovered after the line is laid or any gravity pipe, which has had its grade or joint, disturbed after laying shall be removed and replaced or relayed. The section of line in which such damaged or displaced section is discovered shall be retested after corrections are made.

G. Where excavation for buildings or other portions of the work have been carried below the line and grades of the pipe, thorough tamping of approved crushed stone backfill and the use of adequate bracing and blocking under the pipe will be required to insure against settling and shearing of the pipe. In areas where noted on plans, Portland cement stabilized material or concrete shall be used for backfill to provide adequate bracing for pipe and protection of structures.

H. All manhole connections for PVC or other Polymer based pipe shall be made using "A Lok Gaskets" or "Kor-N-Seal" boots or other approved water stop devices. Only Portland cement grout that expands upon curing or approved non-shrink grout will be incorporated into any manhole connection.

I. Connections to manholes for other types of pipe shall be in accord with the pipe manufacturers specifications and other applicable requirements of these specifications. The resulting joint shall meet the leakage test requirements of these specifications.

J. The exposed end of all pipes shall be fully protected with a stopper or bulkhead at the end of each day's work to prevent earth, debris, small animals, or other substances from entering the pipe. The interior of the sewer shall be carefully freed from all dirt, jointing compound, or superfluous material of every description as the work progresses.

3.08 CONNECTION AND ASSEMBLY OF JOINTS

1. JOINING PVC OR OTHER POLYMER BASED PIPE

A. The type of joint and the material to be used shall be as shown on the plans or specified herein. Factory cast compression joints shall be free of dirt and lubricated before inserting the barrel into the bell. After the spigot is centered in the bell, the pipe shall be shoved home solidly by using a wood block and bar. The Contractor shall keep the ends of the pipe closed to prevent dirt and other material from entering the pipe during placement. All joints must be water tight, and any leaks or defects discovered must be repaired immediately. Any pipe, which has been disturbed after being laid, must be taken up, the joint cleaned and properly relayed as directed by the Engineer.

Lubricant used shall be as recommended by the pipe manufacturer.

B. Field-cut pipe must be beveled for insertion into the gasketed bell or coupling. Bevels can be made with a hand or power tool. Bevels shall be made to pipe manufacturer's specifications. If pipe manufacturers specifications are not available the bevel may be made at 15 degrees to the longitudinal axis of the pipe through one half (l/2) the wall thickness.

C. After pipe has been cut and beveled, a new full insertion mark located as recommended by the pipe manufacture shall be made using a felt tip pen. The contractor may determine the location of the insertion mark by measuring the mark location on a factory marked joint of pipe if manufacturer's specifications are not available.

2. JOINTING CORRUGATED STEEL PIPE

A. Gaskets for corrugated steel pipe shall be "O" Ring or sleeve types. Sleeve gasket shall be carefully placed on one joint of pipe. When the pipe is aligned and brought end to end the gasket shall be carefully centered over the joint between the ends of the pipe. "O" ring gasket shall be installed in accordance with the manufacturer's recommendation.

B. When "O" ring gaskets are furnished a flat gasket shall be furnished and placed between the overlapping portions of the band. The gasket shall extend the full width of the band and shall be of sufficient depth to assure a watertight joint.

C. The coupling band shall be carefully centered over the joints and tightened to the pipe manufacturer specifications. Care shall be taken during the tightening process to assure a snug uniform fit for the entire circumference of the pipe.

3. PROTECTING AND COVERING JOINTS

A. The contractor shall keep the ends of the pipe closed during the time of construction to prevent the entry of dirt, debris, small animals and other foreign objects.

B. Joints shall not be covered until approved by Engineer or his representative. Connections, which are for future use, shall be properly capped.

3.09 CONNECTIONS TO EXISTING STRUCTURES

A. Where shown on the plans, the contractor shall connect the new sewer to existing manholes. If no stub out is present in the existing manhole for such connection, the contractor shall construct such connection by making a hole in the side of the existing manhole using a coring machine or other approved method and installing a “KOR N Seal” boot as manufactured by N.P.C. Systems, Inc. or other approved water tight manhole connector.

The contractor shall use caution in constructing the connection to the existing manhole. Damage to the manhole that, in the opinion of the Engineer, would impair the use and/or function of the manhole shall be just cause to require the contractor to reconstruct the manhole at contractor’s expense. Such damage shall include but not be limited to cracking of the manhole riser section, spalling around the connection significantly reducing manhole wall thickness or excessive oversize in the opening for the new connection requiring any filler other than the manhole connector and/or non-shrink grout specified.

The contractor shall make such changes in the invert of the manhole as may be necessary to provide a smooth flow of the water through the manhole. Any connection to existing structures required in the Plans shall be accomplished by the Contractor and shall be incidental item with no direct compensation being made unless listed as a pay item in the bid proposal.

B. If the work consists of the construction of a sewer that is to replace an existing sewer, all of the existing service lines shall be kept in operation and connected to the new line.

C. Connections shall be made to all existing sewer lines in the vicinity of the work by removing a section of the sewer for the existing line and inserting in the space a tee branch of proper size, or by the construction of a manhole, regulator chamber of other structure as shown on the Drawings.

D. Connections to building services shall be made in a neat and workman like manner. Clean out plugs shall be installed wherever feasible, by making the connections with a standard wye or tee-wye. When clean out plugs are installed they should be located as near the right of way line as practical.

3.10 BACKFILL OPERATIONS

1. GENERAL

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by-section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. For this specification backfill is defined as any material placed in the trench above the bedding zone other than the pipe or conduit and appurtenance.

For flexible pipe the backfill between the bedding material and the crown of the pipe shall be crushed stone suitable for encasement as specified in article 2.07 of the specifications. When Portland cement stabilized backfill is used above the pipe zone; the crushed stone encasement shall extend to 1' above the crown of the pipe.

C. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

D. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited at locations shown on the plans or as directed by the Engineer at no additional compensation.

E. Backfill materials placed in the pipe zone shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Above the pipe zone the backfill material shall be placed uniformly across and along the trench in depth suitable for the compaction method used and compacted to a minimum of the density specified for the material used and the trench location. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon.

The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

F. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

G. The maximum loose thickness of each backfill layer placed above the pipe zone shall be 12 inches, except that 16 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer and in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. “Hydro tamps”, “vibra tamps” or other heavy compacting equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

H. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor’s discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

I. For the duration of the warranty period of the project, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

2. BACKFILL IN PUBLIC RIGHTS-OF-WAY AND OTHER AREAS WHERE SETTLEMENT IS CRITICAL

A. GENERAL REQUIREMENTS

(1). Backfill above the pipe zone in public rights-of-way and under paved parking lots, near structures or other utilities where settlement can cause damage shall be made using Portland cement stabilized backfill or crushed stone screenings (crusher fines).

The pipe zone is defined as that portion of the trench extending from the bottom of the trench to 12” above the crown of the pipe or conduit.

(2) Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using Portland cement stabilized backfill material or crushed stone screening (crusher fines).

(3) The minimum depth of stabilized backfill or crusher fines shall be twelve (12”) inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.
When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in streets that are scheduled for immediate paving, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8”) inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities the backfill shall extend to the top of the course the contractor has finished, or the top of the base course, which ever is lower.

If the final course of asphaltic concrete has been placed, the street or alley surface shall not be cut for utility installation.

In streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6”) inches in which case the maximum depth of the “pipe zone” shall be limited to six (6”) inches above the top of the utility line or conduit.

B. BACKFILL MATERIALS

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall NOT be used.

When Portland cement stabilized backfill is to be used, the contractor shall submit a mix design prepared by an approved commercial laboratory for approval before the trenching operation is begun. When native soil is to be used samples may be taken along the proposed route by boring or other approved means. Samples must be representative of the full trench depth.

The mix design shall be such that the minimum 7-day compressive strength is 150 psi when tested according to test method Tex 418-A.

The minimum cement content for Portland cement stabilized backfill shall be 1 sack per cubic yard.

Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

Caliche used for Portland cement stabilized backfill shall be crushed material conforming to Texas State Department of Highways and Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

Native soil used for Portland cement stabilized backfill shall be clean, free of clods and organic matter, and free of rock in excess of 2”.

(2) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the requirements of Article 2.07 of these specifications.

(3) Trencher excavated rock material shall be screened so that the largest diameter material is less than 2". The screened rock material used for backfill shall have sufficient moisture added so that the backfill will bind with the fines. The rock material backfill shall be tamped or compacted in two (2) foot lifts. A sheeps foot roller shall not be used unless there is two (2) feet or more compacted backfill above the pipe bedding.

C. BACKFILL CONSTRUCTION

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety-five (95%) modified proctor densities by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench. The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90%-modified proctor will be deemed adequate.

3. BACKFILL OUTSIDE OF PUBLIC RIGHTS-OF-WAY WHERE SETTLEMENT IS NOT CRITICAL

A. In areas outside of public rights-of-way and in the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

B. Suitable material shall be defined as a mineral soil reasonably free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

C. The backfill material placed in this area shall be compacted by suitable means to a minimum density equal to the density of the undisturbed surrounding soil. City Engineer MUST approve water flooding as a means of compaction.

4. TRENCH BACKFILL BEHIND CURB AND GUTTER

A. When utilities are placed behind the curb in paved streets and other landscaped areas the backfill shall be the same as elsewhere in the right-of-way or other applicable location except that in grassed areas and in flower beds the top six (6”) inches of backfill shall be good quality top soil. When utilities are placed behind the curb in grassed or landscaped areas where no sidewalk is to be constructed and the edge of the trench is a minimum of 2 feet from the back of curb or where sidewalk is to be constructed and the minimum distance from both the back of curb and the edge of the sidewalk to the edge of the trench is 2 feet the contractor may elect to use suitable native soil for backfill. The native soil backfill shall be compacted to 95% modified proctor density to within 6” of the top of curb height. The top 6” of backfill shall be good topsoil and shall be compacted to the density of the adjacent soil.

B. Sidewalks shall be repaired by removing and replacing the complete section or sections that have been damaged. Strip patching through sidewalks will not be permitted.

The replacement sidewalk shall be of the same design and section as the walk removed and shall be of equal or better workmanship.

C. When utilities are placed in paved areas behind curbs the pavement shall be repaired as specified for street pavement.

D. Grassed areas and flowerbeds shall be restored as nearly as possible to the original condition. Care shall be taken to avoid damage to sprinkler systems.

Mail boxes and other appurtenance in the construction area. Any damage to said items shall be repaired immediately.

E. All repairs made behind the curb shall be to the satisfaction of the property owner responsible for their maintenance and/or to the satisfaction to the City Engineer.

3.11 INLET STRUCTURES AND LEADS AND CLEANOUTS FOR STORM SEWERS

A. Corrugated Galvanized Steel Slotted Drains for Nuisance water inlets only.

(1) Slotted drains shall be the sizes and lengths as shown on the plans and constructed at the locations as shown on the plans or at locations to be established on the job site.

(2) Slotted drains shall not be installed under asphalt pavement but shall have a section of concrete gutter constructed around it as shown on the detail drawings.

Slotted drains shall be protected from the entrance of debris, concrete or HMAC by closing the slot with one or two layers of heavy duct tape or similar material. In addition, the slot for slotted drain shall have a 2-½ inch or ¾ inch board attached to use as a guide for placing and edging the concrete.

Unless otherwise approved or directed by the Engineer the removal of tape and planking from the slotted drain should be accomplished as part of the final clean up.

B. Curb inlets, grate inlets and combination inlets

(1) General

Curb inlets, grate inlets and combination inlets may be pre-cast or cast-in-place at the contractor's option unless specifically shown otherwise on the plans and bid proposal.

(2) Pre-cast inlet boxes

(a) Construction and finish for pre-cast inlet boxes shall conform to details shown on the plans and all applicable requirements for pre-cast manholes.

(b) Tops for curb inlets and combination inlets may be cast in place or pre-cast. Extra care will be required in setting pre-cast tops to assure curb and gutter match.

(c) Pipe connections, bedding, setting and backfill for pre-cast inlets shall be in accord with the applicable requirements for pre-cast manholes article 3.12 of these specifications.

(3) Cast in place inlets

(a) Cast in place inlets shall be constructed of class "C" reinforced concrete as specified in item 1-B "Concrete for Structure" in these specifications.

(b) Forms for cast in place inlets shall be straight, clean and in good condition. Forms shall be properly cleaned and oiled before concrete is placed.

(c) Construction joints may be placed in cast in place inlets at locations shown on the plans. When construction joints are used, extra care will be required to assure that the joints are watertight.

(d) Cast in place inlets may be cast without outside forms if the soil conditions are such that true vertical walls can be cut and will stand during construction without sloughing or otherwise incorporation foreign materials into the concrete.

(e) When inlets are cast without outside forms, a plastic sheet lining may be required to prevent excessive loss of moisture from the concrete and/or to prevent incorporation of foreign material into the concrete.

A. Inlet Leads

(1) Inlet leads shall be constructed of corrugated steel pipe, PVC pipe or other material as called for on the plans and in the bid proposal.

(2) Construction of inlet leads shall be in accord with the applicable requirements for the type of pipe used.

(3) Junctions where two or more inlet leads are joined shall be made at clean outs or manholes.

B. Cleanouts

(1) Clean outs shall be constructed in accord with the plans and detail drawings.

(2) Construction and connections shall be in accord with the applicable specifications for construction of corrugated steel pipe manholes.

3.12 SANITARY SEWER SERVICES AND PLUGGED STUBS

A. Sanitary Sewer Services:

(1) On new sewer main construction all sewer laterals shall be constructed as part of the initial installation. Sewer wye fittings for sewer laterals in new construction shall be molded or fabricated with all gasketed connections. Four (4”) inch laterals shall be installed at all single-family residences and duplex. Laterals installed for apartment complexes, commercial and industrial areas shall be a minimum of six (6”) inches. Depth of laterals will be determined by depth of sewer main and applicable building codes. Laterals shall be installed using tee wyes or wyes and bends so that they will be at 90 degrees to the sewer main. Laterals shall extend to 3’ minimum beyond the property line of the served lot or tract. The contractor shall install sewer laterals according to the typical sewer lateral detail and the most current revisions of the Plumbing Code.

(2) Taps into existing lines shall use a gasketed fitting in conjunction with a full circle repair sleeve coupling, except that taps into existing ductile iron sewer may be made using the Genco Model DF sewer pipe saddle (The General Engineering Co., Frederic, MD Drawing No. R-3220-D dated 12/29/82) or approved equal.

(3) Cemented mitered connections without socket reinforcement shall not be permitted. The contractor will be permitted to use fittings, which are prefabricated, using pipe sections, molded saddles and PVC solvent cement, provided the solvent cement used in fabrication has cured for at least 24 hours prior to the installation. All solvent cement fittings shall e manufactured in the shop under controlled conditions.

(4) All caps and plugs shall be braced, staked, anchored, wired on or otherwise secured to the pipe to prevent leakage under maximum anticipated thrust from internal abnormal operating conditions or test pressures from water or air.

(5) It shall be the duty of the Contractor to keep a record of sewer service wye locations with respect to the nearest downstream manhole, but the Engineer will record ties on the end of all sewer services at the property line. When installing sewer services the Contractor shall, before backfilling, contact the Engineer or his representatives, and assist him in making ties to the end of the service in the open trench. At least two ties shall be made for each service, and if backfilling proceeds before such ties are made, the Contractor shall dig up the end of all such services, with no additional compensation, for the purpose of making ties. During backfilling the Contractor shall furnish and place a vertical steel post or 2 inch by 2 inch wooden stake set flush with finished ground surface, and extending down to the end of the sewer service, a nail shall be placed in the top of the stake to allow location of the service by metal finder.

(6) The main sewer service connection shall consist of installing an in-line wye section in the main sewer line at designated locations. Saddle wye installations will be permitted only when specifically called for. Orientation of service connection fittings shall be as shown in the standard drawings unless otherwise directed by the Engineer.

(7) Where the depth of cover over the main sewer invert is greater than 8 feet (or such other maximum as may be indicated), the service connection shall be extended outward then upward by use of bends to prevent excess loading on the sewer main in accordance with the details shown in the drawings.

(8) The Contractor shall provide the necessary wyes, tees and bends to bring the service to the proper place at the property line.

(9) Wherever service line connections to the main sewer are permitted or required to be made by the open cutout method in the absence of a built-in tee or wye fitting, the connection shall be made by using an approved type coring machine or by other approved methods producing a uniform, smooth circular cut-out as required for proper fit. The cutout discs shall be retrieved and shall not be allowed to remain within the main sewer pipe. The saddle tee shall be securely fastened to the main sewer pipe by means of epoxy resin or other approved adhesive. The entire connection fitting shall be encased in concrete to a minimum thickness of six inches and as may be shown in the standard drawings.

(10)Wherever service line connections to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(11)Connections of service lines to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(12)The end of all service connections shall be plugged with PVC plug and sealed with plastic joint material.

(13)Crushed stone bedding and backfill material, concrete encasement and protection, etc., for service line installation shall be the same as for the sewer lines.

(14)No service connections or laterals shall be covered until they have been inspected and located by the Engineer.

B. INSTALLATION OF PLUGGED STUBS ON SANITARY SEWERS

Plugged pipe stubs for future connections to manholes and sewerage structures shall be installed where shown on the Drawings or directed by the Engineer. The pipe stubs shall be installed in accordance with the specifications and details shown on the Drawings for connecting the type of pipe used to manholes.

3.13 MANHOLES

1. General

The manholes shall be constructed at the locations shown on the plans or as directed by the Engineer and in accordance with the details shown on the plans and as specified herein. After the excavation has been completed, the subgrade for the manhole base shall be graded and leveled. A crushed stone foundation having a minimum thickness of 6 inches shall then be placed on the subgrade. The crushed stone foundation shall be leveled and consolidated before the section of the manhole is placed. Pre-cast base sections shall sit in place level and plumb and to the lines and grade as shown on the plans. Cast in place bases shall be placed around the existing sewer line in accord with the plans and detail sheet. When pre-cast manhole bases are used, riser construction may proceed when the base is set on line and grade. When cast in place manhole bases are used, riser construction may proceed when the base has set sufficiently to support the weight of the riser.

Manholes shall be of the type and material shown on the plans and called for in the bid proposal and shall conform to these specifications.

All lift holes shall be filled with approved non shrink grout and bituminous material before final acceptance. Use of bituminous material or other flowable material alone to plug lift holes will not be permitted. Voids in the invert around the sewer pipe on the

inside wall of the manhole shall be grouted with cement rich grout, to conform to the rest of the wash, in accordance with the standard manhole details.

The backfill around the manhole shall be done in accordance with the details shown on the plans and trench backfill specifications.

The Contractor shall take whatever precautions necessary to protect the manholes that are under construction. At the end of the day or at such time as the Contractor deems necessary, all manholes not completed shall be covered, sealed, plugged, etc. to prevent the inflow of storm water or other objectionable material, and to prevent animals and humans from getting into the manhole.

2. PRE-CAST CONCRETE

A. Pre-cast tub bottom sections of manholes shall be set on a crushed stone foundation or bedding according to the details shown on the plans. Care shall be exercised to assure true alignment and grade for the pipe openings.

The invert of the manhole shall be constructed of cement rich grout and shall be formed to true lines; grades and curvature to assure smooth flow through the manhole. The invert shall have a steel trowel finish.

Joints for pre-cast concrete manhole riser sections shall be made Watertight by use of bitumastic or rubber sealers or “O” ring gaskets. Both sides of the tongue and groove joint shall be painted with a bitumastic primer before assembly.

The bitumastic or rubber sealer shall be clean and pliable and shall deform under the pressure of joint closure to assure a complete water tight seal. Care shall be exercised to assure proper alignment of the joint. The walls of the completed manhole shall be straight and vertical.

B. Pre-cast eccentric cone sections and precast slab manhole tops with eccentrically located manway shall be set with the manway adjacent to the up stream side of the manhole. The joints between the cone or slab top and the manhole riser shall be sealed in the same manner as the joints between the riser section. Care shall be taken in placing the cone and or slab tops to assure the manhole ring and cover can be set to match the finished paving.

C. Pre-cast grade rings will be used, when required, to bring the manhole ring and cover up to the finished grade. Grade rings may be set using cement rich grout or bitumastic seal and such as Ram-Nek or approved equal. When cement rich grout is used, care shall be taken that the space between the cone or slab top and the first grade ring and between the grade rings are completely filled without voids.

When bitumastic sealer is used the joints shall be constructed in the same manner as the joints between the riser sections.

When pre-cast manholes with PVC or other approved polymer lining are called for on the plans and bid proposal and are furnished under this contract they shall be constructed as other pre-cast concrete manholes.

In addition the joints in the lining shall be sealed by hot air welding, use of epoxy coating, or other approved means.

3. CAST IN PLACE MANHOLE BASES

A. Cast in place manhole bases shall be used only where shown on the plans or as directed by the Engineer and shall be constructed in accord with the details shown on the plans.

B. Special care shall be taken in casting the surfaces that will mate with the first risersection to assure a smooth even fit and a watertight joint.

C. The first riser section to be used with cast in place manhole bases shall be castwithout tongue or groove. The joint between the riser section and the cast in place base shall be sealed with a bitumastic or rubber sealant in the same manner as the joints in the pre-cast riser sections.

D. Care shall be taken in forming the invert of the manhole around existing sewers to assure adequate opening for the insertion of a “go – no go” mandrel or other testing equipment and cleaning tools.

4. MANHOLE RING AND COVER

A. The tops of the manhole frame and cover (ring) shall be built to the grade shown on the plans. The cast iron frame shall be firmly embedded in mortar.

B. When pressure type manhole rings and cover are specified on storm sewer manholes they shall be bolted to the concrete slab top using the “L” bolts cast into the slab for this purpose. The joint between the ring and the concrete slab top shall be made watertight using a bitumastic or rubber seal and conforming to the requirements of these specifications.

5. CORRUGATED STEEL MANHOLES

A. Corrugated steel manholes shall be constructed in accord with the details shown on the plans and in accord with the applicable requirements for the construction of corrugated steel pipe sewers.

B. Care shall be taken during the placing of backfill around corrugated steel pipe manholes to maintain the horizontal and vertical alignment of the manhole.

C. Since full contact of the flat top slab with the cement stabilized backfill is critical the backfill shall be finished smooth and to the proper grade. A thin layer of cement rich grout shall be placed on the cement stabilized backfill immediately prior to placing the concrete slab top. The grout shall be sufficient t fill all voids between the backfill and the slab and of a consistency to be forced into the voids under the weight of the slab.

3.14 TESTING GRAVITY SEWER MAINS AND MANHOLES

A. Upon completion of the sewer construction including all wyes and service laterals and before any house drains or services are connected, all sewers shall be cleaned and lamped. All runs of sewer between manholes shall be straight and true. Leakage tests shall be made to determine the amount of ground water infiltration into the sewers. Infiltration tests shall be made when groundwater level is 18 inches or more above the top of the outside of the pipe. Measurement will be taken by means of a weir placed in the lines. The maximum allowable rate of leakage shall be 25 gallons per inch diameter per mile of pipe per 24 hours, for any section of pipe with a maximum total leakage of 200 gallons per mile per 24 hours for sanitary sewers with the exception that the maximum leakage for storm drains shall be 200 gallons per inch of diameter per mile per 24 hours with a total maximum leakage of 6,000 gallons per mile per 24 hours.

When the groundwater is not at sufficient height for infiltration testing the Contractor shall use exfiltration to test the sewer lines.

B. In lieu of the infiltration or exfiltration tests the Contractor may perform air tests on the sewers.

C. If the infiltration, exfiltration, or air tests fail to meet requirements specified herein, the Engineer reserves the right to request television work to be done to locate leaks. The Contractor shall furnish all materials and equipment necessary to accomplish all infiltration, exfiltration, air or television testing.

The Contractor shall receive no additional compensation for this testing or inspection work or for repairs of corrective work required to be done to the sewers. The exfiltration tests shall be used in areas where no ground water is present.

D. Test Procedure Hydrostatic (Exfiltration)

(1) The test section shall be bulk headed and the pipe subject to a hydrostatic pressure produced by a head of water at a depth of three (3) feet above the invert of the sewer at the upper manhole under test. In areas where ground water exists, this head of water shall be three feet above the existing water table.

(2) This head of water shall be maintained for a period of one hour during which it is presumed that full absorption of the concrete manhole body has taken place and thereafter for a further period of one (1) hour for the actual test of leakage. Fiber glass manholes are exempt from the one hour absorption requirement. During this one (1) hour test period, the measured maximum allowable rate of exfiltration for any section of sewer shall be the same as allowed for the infiltration test.

E. TEST PROCEDURE AIR

(1) Where the Contractor elects to air test, he shall perform these tests with equipment similar to Air-Loc equipment manufactured by Cherne Industrial, Inc. Hopkins, Minnesota.

(2) The air test shall be made when the sewer is clean. The line shall be plugged at each manhole with pneumatic balls. Low pressure air shall be introduced into the plugged line until the internal air pressure reaches 4.0 psig greater than the average

back pressure of any ground water pressure that may submerge the pipe. At least two (2) minutes shall be allowed for the air temperature to stabilize before readings are taken and the timing started.

(3) When testing pipes 14 inches and less in diameter between consecutive manholes, the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 4.0 to 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than listed as calculated from Table 1.

When testing pipes greater than 15 inches in diameter between consecutive manholes the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 3.5 psig 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than that shown in or calculated from Table II.

TABLE I
Specification Time Required for a 1.0 PSIG Pressure Drop for Size and Length of Pipe indicated for Q = 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	3:46	597	.380	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854	5:40	5:40	5:40	5:40	5:40	5:40	5:42	5:42
8	7:34	298	1.520	7:34	7:34	7:34	7:34:	7:36	8:52	10:08	11:24
10	9:26	239	2.374	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768	51:17	75:55	102.34	128:12	153:50	179:29	205:07	230:46

1. Pipe Diameter (in.)
Minimum Time (min:sec)
Length for Minimum Time (ft.)
Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals.

Table II
Specification Time Required for 0.5 PSIG Pressure Drop for Size and Length of Pipe Indicated for Q + 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	1:53	597	.190	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187	4:43	4:43	4:43	4:57	5:56	6:55	7;54	8:54
12	5:40	199	1.709	5:40	5:40	5:40	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653	14:25	21:38	28:51	36:04	43:16	50:30	57:42	46:54

30 33 36	14:10 15:35 17:00	80 72 66	10.683 12.926 15:384	17:48 21:33 25:39	26:43 32:19 38:28	35:37 43:56 51:17	44:31 53:52 64:06	53:25 64:38 75:55	62:19 75:24 89:44	71:13 86:10 102:34	80:07 96:57 115:23

1 Pipe Diameter (in.)
2 Minimum Time (min:sec)
3 Length for Minimum Time (ft.)
4 Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals. All service plugs shall be secured in place to prevent displacement during testing operation.

F: DEFLECTION TEST

Deflection tests shall be performed on all flexible pipe, the tests shall be conducted after the backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5 percent. The deflection tests shall be run using a Go-No-Go mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. The tests shall be performed without mechanical pulling device, any pipe not meeting the deflection test shall be excavated and re-bedded at no cost to the owner.

The Contractor at no additional cost to the owner shall furnish the Go-No-GO Mandrel.

Upon completion of all tests, the Contractor shall provide personnel to remove each manhole cover in the presence of the Engineer's representative for inspection and depth measurement.

G. TESTING SANITARY SEWER MANHOLES

All sanitary sewer manholes shall be tested for water tightness by one of the following methods.

Manholes, except those in streets scheduled for immediate paving, shall be complete, having all adjusting rings and cover rings in place and shall be backfilled prior to testing.

Manholes in streets scheduled for immediate paving shall be complete as described above except those acceptance tests shall be made at the top of the cone section.

(1.) Vacuum Test

a. General

This item will govern the testing of all sanitary sewer manholes. All connections to manholes including drop connections shall be in place before testing.

b. Equipment

Equipment for vacuum testing manholes shall be:
MANHOLE VACUUM TESTER as manufactured by:

P.A. Glazier, Inc.
P.O. Box 1002
Worcester, MA. 01613

Or

THE CHERNE AIR-LOC MANHOLE TESTER as manufactured by:

Cherne Industries, Inc.
5700 Lincoln Dr.
Minneapolis, MN 55436-1695

Or approved equal.

c. Preparation for Testing

All connections to the manhole; except plugged stubs for future line extensions, shall be plugged using suitable pneumatic plugs. Line plugs shall be placed at a point outside of the manhole wall (approximately 8” to 10” into the sewer pipe). Drop connections shall be plugged at a point up stream from the drop.
All plugs, pipe connections and plugged stub outs shall be adequately braced to prevent them being drawn into the manhole when vacuum is applied.

d. Testing

The contractor shall set the test equipment in place and operate it in accord with the manufacturer instructions. A copy of these instructions shall be kept on the job site and shall be available to the inspector when tests are performed. When equipment is properly set up a vacuum of 10” of mercury (Hg) shall be drawn and the vacuum line valve closed. After the vacuum pump is shut off the hose shall be disconnected before the test is started.

Note: Vacuum must be at 10” Hg when test is started. The contractor may wish to draw up to 10.5” Hg vacuum and then bleed back to 10” Hg before starting the test. The test shall pass when the minimum time for the vacuum to drop from 10” Hg to 9” Hg is greater than the time shown in the following table:

TABLE 1: Minimum test times for various manhole diameters.

	DIAMETER		
Depth Feet	48”	60”	72”
8’	0:20	0:26	0:33
10’	0:25	0:33	0:41
12’	0:30	0:39	0:49
14’	0:35	0:46	0:57
16’	0:40	0:52	1:05
18’	0:45	0:59	1:13
20’	0:50	1:05	1:21
* ADD	0:05	0:06.5	0:08

Any manhole that fails the test shall be repaired and retested until it passes the test.

e. Contractors Optional Test

The contractor, at his option may wish to test manholes before they are backfilled to assure himself that the manhole is sound.
Manholes that fail the test prior to being backfilled may be repaired under vacuum by coating the area of the leak with a liquid quick setting grout allowing the grout to be drawn into the opening until the leak is stopped.

Manholes will not be accepted on the bases of this test.

f. Fiberglass Manholes

Fiberglass manholes may be tested in the same manner as concrete manholes except that all repairs to the fiberglass body of the manhole shall be made using materials furnished by the manufacturer. Repairs shall be made in accord with the manufacturer instructions.

g. No separate payment will be made for vacuum testing of manholes, but the cost shall be considered incidental to furnishing and construction of manholes as bid in the bid proposal.

2. HYDROSTATIC TESTING

a. General

This item shall govern the hydrostatic testing of manholes and may be used as an alternative to vacuum testing by the contractor.

All connections to manholes including drop connections shall be in place prior to testing manholes.

b. Testing

All connections to the manhole, except plugged stubs installed for future line extensions, shall be plugged upstream from the drop.

Plugs in pipe connections must be placed outside the manhole wall (approximately 8” to 10” into the pipe).

The manhole shall then be filled to the top of the cast iron ring (or top of the cone section for manholes in streets scheduled for immediate paving) and allowed to stand for a minimum of one hour to allow for absorption by the components of the manhole. The inspector may extend the absorption period if it appears that the manhole has not reached a stable state.

The manhole shall then be refilled to the top of the ring (or cone) and allowed to stand for up to 24 hours.

The manhole shall be checked at the end of 4 hours and will be deemed to have passed if no perceptible loss has occurred – if loss has occurred the manhole will be checked after the 24 hour period and will be considered to have passed if loss does not exceed the following schedule

Depth Ft.	Loss Inches
0 - 10’	.2
10 – 20’	.4
20 - 30’	.6

c. No separate payment will be made for Hydrostatic Testing of manholes but the cost shall be considered as incidental to furnishing and constructing manholes as bid in the bid proposal.

H. TELEVISING NEW SEWER LINES

It is the city’s intention to televise all new sanitary sewer lines for record purposes.

Immediately after the contractor completes all testing of sanitary sewer lines and manholes he shall leave all manholes accessible for televising and make allowances for the city’s camera crews working on the project site.

The contractor at his own expense before final acceptance must correct any defects discovered during the televising of sanitary sewers.

3.15 RESTORATION

A. Whenever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by the Contractor’s operations, they shall be repaired or replaced to the Engineers satisfaction, to restore the improvement in kind and structure to the pre-existing condition. Each item of restoration work shall be done as soon as practicable after completion of installation and backfilling operations on each section of pipeline.

B. In absence of specific payment provisions, as separate Contract Items, the restoration work shall be compensated for as part of the work required under those Contract Items, which necessitated the destruction and replacement or repair, and there will be no separate payment therefor. If separate pay items are provided for restoration work, only that portion of the repair or reconstruction, which was necessitated by the contract, will be measured for payment. Any improvements removed or damaged unnecessarily shall be replaced or repaired at the Contractor’s expense.

C. Turf restoration shall be accomplished by sod replacement except where seeding is specifically allowed or required.

Caliche or gravel surfaced streets and driveway shall be restored to their original condition by salvaging and replacing the pre-existing caliche or gravel. If the Contractor does not salvage sufficient material during excavation operation, he will be required to furnish material to restore the surface to the depth of the original section. This caliche or gravel restoration shall be considered a part of excavation and backfill and no extra compensation will be made.

E. Bituminous and concrete surfaced streets and driveways will be restored to equal or better condition than existed prior to sewer construction. Measurement will be made of the actual quantities required to be replaced by the sewer construction and paid for at the price bid in the appropriate bid items in the proposal.

No measurement or payment will be made for work done outside the lines considered necessary for sewer construction. The Contractor will be required to replace damage outside these lines at his own expense.

F. Reconstruction of caliche base courses and concrete or bituminous surface courses shall be in substantial compliance with all applicable City of Midland Specifications pertaining to the item being restored.

3.16 CLEANUP

After completing each section of the sewer line, the Contractor shall remove all debris, construction materials, and equipment from the site of the work, grade and smooth over the surface on both sides of the line and leave the entire right-of-way in a clean, neat, and serviceable condition. No separate compensation shall be made for clean up.

3.17 PAYMENT

A. General

Payment in accordance with the following items, at the unit price bid for the work, shall constitute full and complete payment for the entire project including all incidental terms necessary for the complete and successful prosecution of the work in accordance with the intent of the plans and specifications.

Materials and work required to complete the project for which there is no bid item in the bid proposal shall be considered as incidental and the cost shall be included in the prices bid for the various items in the bid proposal.

Where payment is to be made on a unit price basis, it shall be made on the actual measured quantities as constructed in the work.

B. Sewer Pipe in Place

Unit prices bid shall cover furnishing and installation of pipe and jointing materials, including tests and all other necessary work and material to install the pipe complete in place at the depth specified. The unit of work shall be the lineal foot of the various types and sizes as shown in the proposal form. The pipe installation shall be measured

along the centerline of the sewer from center to center of manholes with no deduction in footage for manholes, wye branches, riser bases or other structure.

C. Foundation Corrections Materials

Payment for foundation correction materials shall be made at the unit price bid per cubic yard for material furnished and placed to pro vide adequate pipe base in unstable soil. The unit price shall include extra excavation below pipe grade, the material, placing and tamping.

Additional material required to backfill excess depth of excavation caused by neglect or error on the part of the Contractor or wet conditions, shall be furnished and placed at his own expense.

Removal of Street Surfacing

The Contractor shall receive no extra compensation for the removal of street surfacing including cutting of a straight edge.

E. Trench Safety Systems, Sheeting and Shoring

Measurement: Trench Safety Systems shall be measured by the linear foot of “Trench Safety Systems”: Payment for work prescribed under this item shall be full compensation for the Trench Safety Systems including any Engineering and/or consulting fees and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for de-watering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

F. Manholes

Payment will be made for the various types of manholes at the unit prices bid for the various types of manholes 0 to 6’ deep which price shall include excavation, furnishing and installing all materials pumping where necessary, and backfilling and all incidentals for the complete manhole in place. Measurement for manholes over 6 feet in depth shall be made of the depth of manhole in excess of six (6) feet. Manholes will be measured from the invert to the top of the casting as set.

Payment will be made for the manhole depth in excess of 6 feet at the vertical foot price bid in the bid proposal for extra depth of manhole over 6 feet for each type of manhole furnished.

G. Drop Connections to Manholes

Payment shall be made for drop connections to manhole for each drop connection made as counted in the field at the price bid in the proposal.

Said payment shall be complete compensation for furnishing all materials and fittings and making all connections to the manhole including 2’ of vertical depth as measured from the invert of the incoming line to the invert of the manhole.

H. Drop Section for Manholes

Drop sections shall be paid for on a vertical footage basis as measured from the invert of the incoming line to the invert of the manhole less 2 feet and shall be paid for at the price bid per vertical foot for the various size drop connections in the bid proposal.

The price bid per vertical foot includes all fittings, granular material, if used and concrete and shall be full compensation for the complete in service drop connection.

I. Service Lines

Service lines will be measured from centerline of the sewer main to the plug end and paid for at the unit price bid per linear foot of each type of pipe as specified and as shown on the typical details.

J. Barricading and Traffic Control

The lump sum price bid in the bid proposal shall be full compensation for furnishing flag persons when required and all barricades, signs and other barricading and traffic control devices and for furnishing barricading plans and erecting and maintaining all such devices and signs as required for the duration of the period.

Updated
08/07

ADDENDUM #01
Project Number BPU20-03

TO ALL BIDDERS ON THE SUBJECT BID: Main Street Utility Bond Project

ADDENDUM #01

DATE: April 28, 2023

1. Q/A and Clarification
2. Revised Construction Drawing Sheet C-6
3. Revised Proposal
4. Non-Mandatory Pre-Bid Meeting Agenda
5. Non-Mandatory Pre-Bid Meeting Attendance

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

All other terms and conditions shall remain the same.

TEC Excavation Inc
Company Name

Twyla Clutter
Bidder Authorized Signature

5.3.23
Date

Twyla Clutter
Please Print Above Name

432.682.2619
Phone

Main Street Utility Bond Project
Project Number BPU20-03

Q/A and Clarification

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: All addendum acknowledgement forms must be included with the bid for the bid to be considered complete. Bidders have sole responsibility for making sure they have and acknowledge all addendums provided for this project bid.

Clarification: Sheet C-6 of the Construction Drawing set has been revised. The revised Sheet C-6 is attached to this Addendum 01. Bidders are to remove all previous versions of Sheet C-6 from the original construction drawing set and replace them with the attached revised Sheet C-6. The revisions to Sheet C-6 include:

Adding Keyed Note 60 by "Approved As Noted" markup to indicate that the section of existing 20" water main pipe along Main Street from Louisiana Avenue to Kansas Avenue is to be abandoned in place.

Clarification: The Proposal section of the Bid Packet has been revised. The revised Proposal section is attached to this Addendum 01. Bidders are to remove all previous versions of the Proposal section in their entirety from the original bid documents and replace them with the attached revised Proposal section. The revisions to the Proposal section include:

The Water Bid Item 1 quantity for 20" water pipe has been corrected from 1,260-LF to 280-LF.

The Wastewater Bid Item 1 quantity for 8" wastewater pipe has been corrected from 2,020-LF to 1,020-LF.

Clarification: Contractor must be willing to sign contract as is.

Clarification: Check that all insurance forms are in order when submitting bids.

Clarification: Check that all conflict of interest forms are completed if applicable.

Clarification: Contractor must fill out all bid items in the Proposal for the bid to be considered complete.

Clarification: Contractor must include documentation as part of the bid packet submittal proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license, and also equivalent to or a higher class than either a Wastewater D license or an active Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project. Any bid submittal that does not include this required documentation will be rejected as a non-responsive

bid. If a Contractor allows either or both of the required licenses to lapse at any time during the course of the project then all work under this project will be halted immediately and the City of Midland will have sole discretion to either allow the Contractor to renew their active licenses before resuming work or to end the project immediately. If the Contractor is allowed to renew the required licenses then the City of Midland will have sole discretion on whether or not to grant a stay of contract time while the required licenses are renewed or to hold the Contractor to the original contract time. There will be no additional payments for traffic controls, erosion controls, site safety measures, material storage, equipment storage, mobilization or remobilization, or similar items during any pause in construction if it is a result of the Contractor's failure to maintain the required licenses for this project.

Clarification: Contractor is responsible for all construction staking.

Clarification: Contractor is responsible for all traffic control during this project.

Contractor will be allowed to have full closures along Main Street for no more than two consecutive blocks at a time.

Contractor cannot close both sides of the Scharbauer Draw roadway on either side of the draw at the same time, and every effort should be made to keep at least one lane of travel in each direction open on the Scharbeaur Draw roadway if possible.

Clarification: Contractor is responsible for notifying affected property owners no less than two (2) business days in advance of any planned access interruptions. Contractor is responsible for maintaining access to all adjacent properties at all times, barring those times when actual construction activity necessary to complete the work is taking place in front of driveway approaches or similar points of access. When such work is not occurring then access must be restored by means of traffic rated steel plates or other equivalent means until such time as the work is completed.

Special consideration is to be given to access for Midland County Courthouse, St. Mark's Church, Crustal Childcare & Preschool, Focused Care, and any other daycares or similar facilities.

Clarification: Contractor is responsible for notifying all adjacent properties of any planned service interruptions no less than two (2) business days in advance of any such interruptions. Service interruptions are to be kept as short as is reasonably possible. This requirement does not apply in emergency situations.

Special consideration is to be given to access for Midland County Courthouse, St. Mark's Church, Crustal Childcare & Preschool, Focused Care, and any other daycares or similar facilities.

Clarification: Utility covers matching City Details are now available. All utility covers and cover patterns are to match the City standard details.

Clarification: Contractor is to return all existing fire hydrants removed during this project to the City of Midland Utilities. Fire hydrant removal is considered subsidiary to the bid items listed in the Proposal.

Clarification: Contractor is to return all existing water meters removed during this project to the City of Midland Utilities. Water meter removal is considered subsidiary to the bid items listed in the Proposal.

Clarification: Saw-cutting is considered subsidiary to the bid items listed in the Proposal.

Clarification: Connecting service laterals to existing water meters and boxes is considered subsidiary to the bid items listed in the Proposal.

Clarification: Contractor is reminded to verify all existing conditions before starting demolition, excavation, or construction activities.

Clarification: Contractor is required to provide Closed Circuit Televising of all wastewater mains installed, but this requirement does not apply to wastewater laterals.

Clarification: All invoice submittals are to be itemized and are to match the Proposal items listed.

Clarification: There is a one (1) calendar year warranty period on this project.

Clarification: It is recommended that Bidders use the USPS mailing address rather than the physical City Hall address for bid submittals that are mailed in as the physical address has experienced issues on occasion in the past. The USPS mailing address is unchanged from what is listed in the original bid packet and the pre-bid teleconference meeting agenda.

Question: Will there be an adjustment to the 8" sewerline? I am only seeing 1008 LF or am I missing something?

Answer: The Wastewater Bid Item 1 quantity for 8" wastewater pipe has been corrected from 2,020-LF to 1,020-LF. This correction is reflected in the revised Proposal attached to this Addendum 01.

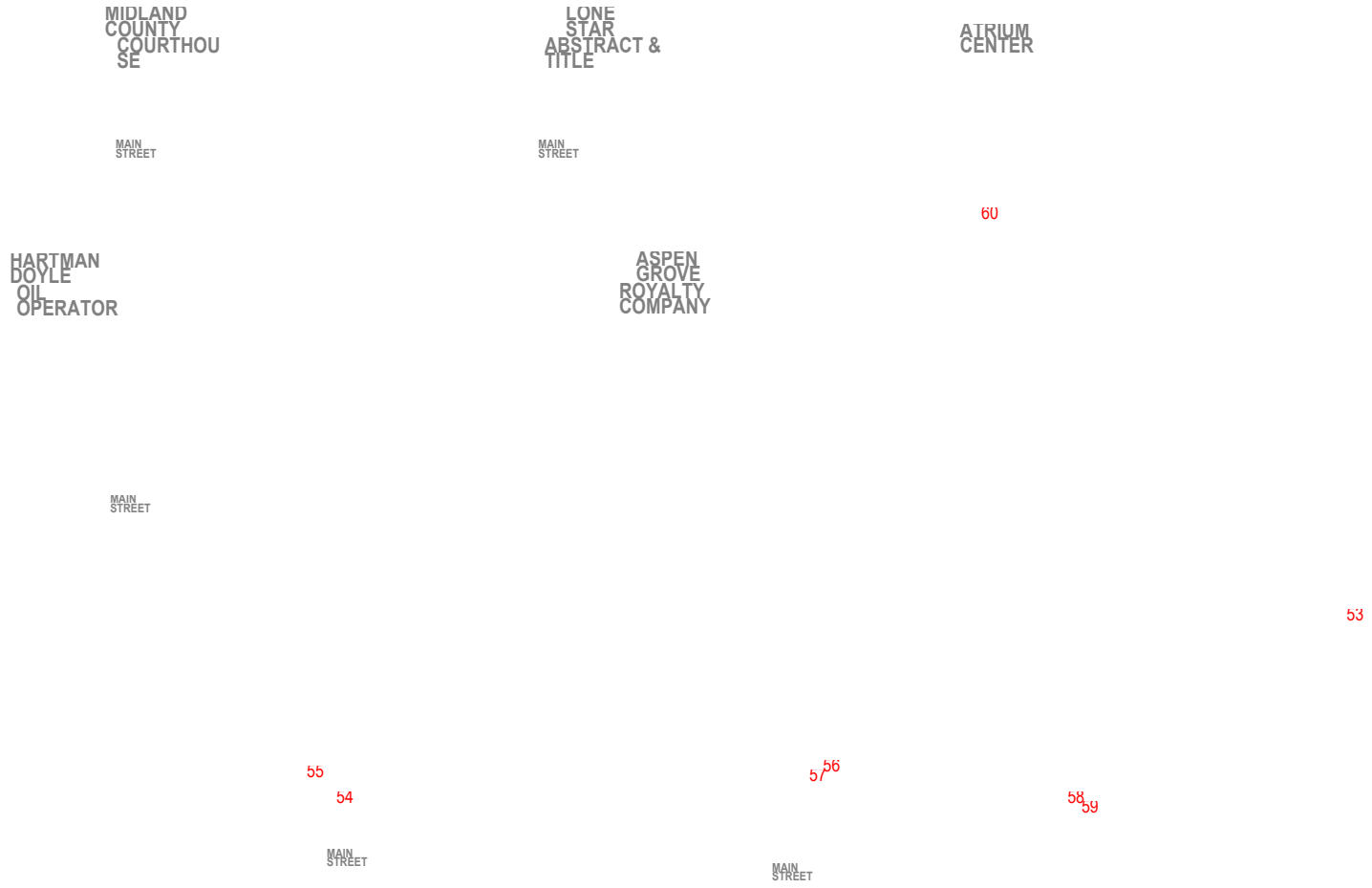
Question: On sheet C-13 on note 6, do you want a 20"x8" reducer or 20" Cross?

Answer: Keyed Note 6 on Sheet C-13 is correct. The existing 20" water main running north from Louisiana Avenue to Kansas Avenue along Main Street is being abandoned in place, and is instead being replaced with the new 8" water main shown parallel to the existing 20" water main section along Main Street. So, at the location indicated by Keyed Note 6, the tee fitting will be an 8"x8" tee, with an 8" gate valve to the north and west of the tee, and finally with a 20"x8" reducer after the west gate valve to connect back to the 20" water pipe that will remain.

Sheet C-6 of the Construction Drawing set was revised to add Keyed Note 60 by "Approved As Noted" markup to indicate that the section of existing 20" water main pipe along Main Street from Louisiana Avenue to Kansas Avenue is to be abandoned

in place. This correction is reflected in the revised Sheet C-6 attached to this Addendum 01.

Question: Do you want hot taps or cut in T's?
Answer: All cross and tee connections are cut-in connections. There will be no tapping sleeves or hot taps for new water mains. Note however that this is not referring to water service lateral connections to water mains, which will use tapping saddles per the construction drawings and City standards.



KEYED NOTES:

1) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 670 SY FROM NORTH OF TENNESSEE AVE TO LOUISIANA AVE ALONG MAIN ST INCLUDING ALL LATERALS. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

2) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 700' FROM NORTH OF TENNESSEE AVE TO LOUISIANA AVE ALONG MAIN ST INCLUDING ALL SERVICE LATERALS CONNECTED TO REMOVED PIPE.

3) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 100 SY ALONG MICHIGAN AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

4) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 125 SY ALONG MICHIGAN AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

6) REMOVE EXISTING FIRE HYDRANT ASSEMBLY. INSTALL FIRE HYDRANT ASSEMBLY IN NEW LOCATION. EXISTING FIRE HYDRANT TO BE RETURNED TO THE CITY OF MIDLAND WHEN REMOVED.

7) REMOVE 8' EXISTING CURB AND GUTTER. REMOVE AND REPLACE 6" CONCRETE SIDEWALK.

8) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 95' ALONG KANSAS AVE AT MAIN ST INTERSECTION.

10) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 100 SY ALONG KANSAS AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

11) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 2,900 SY ALONG MAIN ST FROM KANSAS AVE TO PARKER AVE INCLUDING ALL LATERALS. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. DRIVEWAYS IMPACTED DURING AREA REMOVED.

12) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 3,500' FROM KANSAS AVE TO PARKER AVE INCLUDING ALL SERVICE LATERALS CONNECTED TO REMOVED PIPE.

14) PROTECT 5' EXISTING CURB AND GUTTER CENTERED ON EXISTING WATER SERVICE.

15) CAUTION: EXISTING GAS LINE. PROTECT 5' EXISTING CURB AND GUTTER CENTERED ON EXISTING WATER SERVICE.

16) REMOVE EXISTING FIRE HYDRANT ASSEMBLY. INSTALL FIRE HYDRANT ASSEMBLY IN NEW LOCATION. EXISTING FIRE HYDRANT TO BE RETURNED TO THE CITY OF MIDLAND WHEN REMOVED.

17) REMOVE 8' EXISTING CURB AND GUTTER. REPLACE WITH MATCHING CURB SECTION.

18) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 110' ALONG BAIRD ST.

19) REMOVE EXISTING 12" CAST IRON PIPE APPROXIMATELY 135' ALONG BAIRD ST.

20) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 170 SY ALONG BAIRD ST AND E COLORADO AVE. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

54) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 60' ALONG WESTES AVE AT MAIN ST INTERSECTION.

55) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 70 SY ALONG ESTES AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

56) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 110' ALONG COWDEN AVE AT MAIN ST INTERSECTION.

57) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 155 SY ALONG COWDEN AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

58) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 120' ALONG NOBLES AVE AT MAIN ST INTERSECTION.

59) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 110 SY ALONG NOBLES AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

60) REMOVE EXISTING 20" CAST IRON PIPE APPROXIMATELY 350' ALONG MAIN ST FROM LOUISIANA AVE TO KANSAS AVE.

CONSTRUCTION NOTES:

* CAUTION: EXISTING ACTIVE GAS LINE

CAUTION: EXISTING ACTIVE UTILITY LINE

PROPOSAL

TO: Honorable Mayor and City Council
City of Midland, Texas

Gentlemen: The undersigned bidder, having examined the drawings, specifications and contract documents, the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment, and to perform all labor and work necessary for the completion of the construction of the work described by and in accordance with the attached drawings, specifications, and contract, for the following prices, to wit:

Project Name: Main Street Utility Bond Projects
Project Number: BPU20-03
Base Bid:
Miscellaneous Items

Item No.	Quantity	Description	Unit Price	Total Amount
1)	9 MO	Mobilization, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M1)	$_____ $_____	
2)	120 LF	16" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per linear foot. (Pay Note M2)	$_____ $_____	
3)	9 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M3)	$_____ $_____	
4)	9 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M4)	$_____ $_____	

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price Amount	Total
5)	9 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M5)	$_____ $_____	
6)	75 SY	Seeding & Stabilization, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per square yard. (Pay Note M6)	$_____ $_____	
7)	1 LS	Spray Watering, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per lump sum. (Pay Note M7)	$_____ $_____	
8)	N/A	Material Mark-up, complete and in place, for the sum of: _____ percent. (Pay Note M8)	% _____ $ N/A	
9)	N/A	Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: _____ percent. (Pay Note M9)	% _____ $ N/A	
10)	N/A	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: _____ percent. (Pay Note M10)	% _____ $ N/A	
Total Miscellaneous Items 1-10			$_____	

Base Bid:
Demolition Items

Item No.	Quantity	Description	Unit Price	Total Amount
1)	8,400 LF	Removal & Disposal of Existing Water Main, complete and in place, for the sum of: _____ dollars and _____ cents per linear foot. (Pay Note D1)	$_____ and $_____	
2)	40 LF	Removal & Disposal of Existing Wastewater Main, complete and in place, for the sum of: _____ dollars and _____ cents per linear foot. (Pay Note D1)	$_____ and $_____	
3)	60 CY	Flowable Fill for Existing Pipes Abandoned In Place, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per cubic yard. (Pay Note D2)	$_____ and $_____	
4)	9 EA	Removal & Disposal of Existing Fire Hydrant Assembly, complete and in place, for the sum of: _____ dollars and _____ cents per each. (Pay Note D3)	$_____ and $_____	
5)	4 EA	Removal & Disposal of Existing 48" Manhole (0'-5' Deep), complete and in place, for the sum of: _____ dollars and _____ cents per each. (Pay Note D4)	$_____ and $_____	
6)	1 VF	Remove & Disposal of Existing 48" Manhole Additional Depth, (> 5' Deep), complete and in place for the sum of: _____ dollars and _____ cents per each. (Pay Note D5)	$_____ and $_____	
7)	8,100 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: _____ dollars and _____ cents per square yard. (Pay Note D6)	$_____ and $_____	

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	90 LF	Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place, for the sum of: _____ dollars and _____ cents per linear foot. (Pay Note D7)	$_____	$_____
9)	35 SY	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place, for the sum of: _____ dollars and _____ cents per square yard. (Pay Note D8)	$_____	$_____
10)	75 SY	Removal & Disposal of Existing Miscellaneous Concrete, complete and in place, for the sum of: _____ dollars and _____ cents per square yard. (Pay Note D9)	$_____	$_____
Total Demolition Items 1-10				$_____

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	280 LF	20" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of _____ dollars and _____ cents per linear foot. (Pay Note W1)	$_____	$_____
2)	60 LF	16" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of _____ dollars and _____ cents per linear foot. (Pay Note W1)	$_____	$_____
3)	200 LF	12" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of _____ dollars and _____ cents per linear foot. (Pay Note W1)	$_____	$_____
4)	9,300 LF	8" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of _____ dollars and _____ cents per linear foot. (Pay Note W1)	$_____	$_____
5)	340 LF	6" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of _____ dollars and _____ cents per linear foot. (Pay Note W1)	$_____	$_____
6)	5 EA	20" Gate Valve & Vault (MJxMJ/FL), furnished, installed, complete and in place, for the sum of _____ dollars and _____ cents per each. (Pay Note W2)	$_____	$_____

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	42 EA	8" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per each. (Pay Note W3)	$_____ $_____	
8)	15 EA	6" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per each. (Pay Note W3)	$_____ $_____	
9)	1 EA	8" Air Relief Valve & Vault (Water Main), furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per each. (Pay Note W3)	$_____ $_____	
10)	11 EA	Fire Hydrant Assembly, (≤ 5' Water Main Bury Depth), furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per each. (Pay Note W4)	$_____ $_____	
11)	11 VF	Fire Hydrant Riser, (> 5' Water Main Bury Depth), furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per vertical foot. (Pay Note W5)	$_____ $_____	

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
12)	8.0 TON	Ductile Iron Fittings, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per ton. (Pay Note W7)	$_____	
13)	5 EA	Dresser Coupling, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per each. (Pay Note W8)	$_____	
14)	1 EA	12”x1” Tapping Saddle for water service connection, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per each. (Pay Note W9)	$_____	
15)	125 EA	8”x1” Tapping Saddle for water service connection, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per each. (Pay Note W9)	$_____	
16)	126 EA	1” Water Service Connection, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per each. (Pay Note W10)	$_____	

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
17)	3,260 LF	1" Water Service Lateral, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W11)	$_____	$_____
18)	117 EA	Water Meter Installation (New Service Lateral) furnished, installed, complete and in place, for the sum of: _____dollars and _____cents	$_____	$_____
19)	14,420 LF	Open Trenching of Water Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W13)	$_____	$_____
Total Water Items 1-19				$_____

Base Bid:
Wastewater Items

Item No.	Quantity	Description	Unit Price	Total Amount
1)	1,020 LF	8" SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per linear foot. (Pay Note WW1)	$_____ $_____	
2)	4 EA	48" Fiberglass Manhole & Cover (0'-5' Deep) furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per each. (Pay Note WW2)	$_____ $_____	
3)	1 VF	48" Fiberglass Manhole Additional Bury Depth (>5' Deep), furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per vertical foot. (Pay Note WW3)	$_____ $_____	
4)	1 EA	Connection to Existing Wastewater Main, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per each. (Pay Note WW4)	$_____ $_____	
5)	6 EA	8" Wastewater Main Plug, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per each. (Pay Note WW5)	$_____ $_____	
6)	2,020 LF	Open Trenching of Wastewater Main, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per linear foot. (Pay Note WW6)	$_____ $_____	
Total Sewer Items 1-6			$_____	

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	5 SY	6" Concrete Pavement Repair, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per square yard. (Pay Note P1)	$_____ and $_____	
2)	140 SY	6" Concrete Rip-Rap, 25' Wide (Channel), furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per square yard. (Pay Note P2)	$_____ and $_____	
3)	430 LF	Concrete Curb & Gutter Repair, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per linear foot. (Pay Note P3)	$_____ and $_____	
4)	35 SY	4" Concrete Sidewalk Repair, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per square yard. (Pay Note P4)	$_____ and $_____	
5)	8,100 SY	2" Type D HMAC Asphalt Pavement Repair (PG70-22), furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per square yard. (Pay Note P5)	$_____ and $_____ and $_____	
6)	1,620 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal/SY) furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per square yard. (Pay Note P6)	$_____ and $_____	
7)	8,200 SY	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per square yard. (Pay Note P7)	$_____ and $_____	

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	840 SY	6" Base Rock Pavement Repair (Flexible Base), furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per square yard. (Pay Note P8)	$_____	$_____
Total Paving Items 1-8			$_____	$_____

Bid Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
3. Water Items	$_____
4. Wastewater Items	$_____
6. Paving Items	$_____
Total Price	$_____

In addition to providing the individual prices for the items above, Contract shall write the total bid amount in the sum of _____ _____dollars and _____ cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected bidder agrees to substantially complete all work within 270 calendar days after receipt of notice to proceed.

PUBLIC INFORMATION

To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contract or proposal is a cashier's check, cash or bond or a form approved by the City Attorney, for intentionally fails to comply with a requirement of that subchapter.

and _____dollars _____ cents total. ($_____)

which it is agreed shall be collected and retained by the owner as liquidated damages in the event this proposal is accepted by the Owner within thirty days (30) after the date advertised for the reception of bids and the undersigned fails to execute the contract and required bonds with the owner, under the conditions thereof, within (15) days after the date said proposal is accepted; otherwise said check or bond shall be returned to the undersigned on demand.

Name of Contractor			
Submitted By	Print Name and Title		
Mailing Address			
City	State	Zip	

Main Street Utility Bond Project
Pre-Bid Meeting Agenda
Project No. BPU20-03
April 26, 2023

Discussion Items

1. Sign-In Sheet
2. Project Overview and Scope
   - Jesse Ortiz – Director
   - Engineering Services
   - Jose McClelland – Senior Engineering Manager
   - Josh Ferguson – Assistant City Engineer, project manager
   - Bobby Wojciechowski – Capital Improvement Project Manager
   - Carl Craigo – Utilities Director
   - Kerry Koehler – Assistant Utilities Director
   - Rex Swearinger – Water & Wastewater Operations Superintendent, utility coordination
   - Taha Sakrani – Senior Traffic Engineer
   - Troy Clabaugh – Traffic Operations Superintendent
   - Jesse Trejo – Construction Manager, construction management & inspections
   - Natalie Burgard – Administrative Assistant, document processing
   - Bradley Nieto – Inspector
   - Erika Martinez – Purchasing Manager, conduct Bid Process and Opening
   - Mickey Williams – Storm water manager
3. Detail Overview
   - This project will include the removal, replacement, relocation, and installation of existing infrastructures and appurtenances as well as all equipment, labor, materials, etc. necessary to complete the work outlined in the Construction Drawings and Specifications, and to satisfactorily complete the work.
   - In general, this project involves replacing the existing water main infrastructure along Main Street from Tennessee Avenue to Wadley Avenue, and relocating the existing wastewater infrastructure along Main Street from Tennessee Avenue to Dormand Avenue.
4. Bid Process
   - Pre-Bid meeting attendance is non-mandatory to bid on this project.
   - ALL NON-MANDATORY Pre-Bid Meeting must be submitted via email to the following email address: jerguson@midlandtexas.gov
   - Addendum distributed by email the Friday afternoon following the Pre-Bid Meeting
     - The deadline to Meeting addendum is this Friday, April 28, 2023 at Noon.
     - Questions asked after the Noon deadline will be directed to the information already provided in the bid documents or included in the Addendum.

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- ATTENTION: Bidders are to submit bids either by mail or in person. If bidders choose to mail their bid packets in, then they are to mail the bid packet to one of the addresses listed below.
  Mailing Address:
  City of Midland, Texas
  Attn: City Secretary's Office
  P.O. Box 1152
  Midland, TX 79702

  Physical Address for mail carriers other than USPS:
  City of Midland, Texas
  Attn: City Secretary's Office
  300 North Loraine St., Suite 330
  Midland, TX 79701

  If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening.
- **Bid Opening is Wednesday, May 3, 2023 at 2:00 PM** in the City of Midland Council Chambers located on the 1st floor of Midland's City Hall. No late bids will be accepted.
  - The Bid Opening will be open to the public.
  - Bidders must be willing to sign the contract as is.
  - Bidders must complete the conflict of interest forms if applicable.
  - Bidders must fill out all bid items in the Proposal. If bidders have left out any bid items then their bid will be considered non-responsive.
  - Bidders have sole responsibility for making sure they have and acknowledge all addendums provided. If all acknowledgement forms are not included with the bid packet submittal then the bid will be considered non-responsive.
  - Bidders must provide proof that they possess active licenses equal to or a higher classification as listed on the Proposed Bid Form and either a Wastewater License or a Construction Endorsement.

5. Notice to Proceed
   - Pre-Construction Meeting
   - Pre-Construction Meeting date will be set after the project bid is awarded.
6. Payment
   - Invoices are to be submitted on or before the 1st day of each month and cover work completed up to the 25th day of the preceding month.
   - Invoice submittals are to be itemized and match the bid items listed in the bid packet Proposal.
   - Payment will be made for material installed, not for material delivered for the Project, upon completion, acceptance, and final payment.
   - 5% retainage until Project completion.
   - Only those items listed in the Proposed Bid Form will be paid for. Any additional items completed that are not listed in the Bid Packet's Special Provision section, such as Section 4.01 "Payment", shall be paid at the unit price listed in the Bid Packet's Proposed Bid Form.
   - Invoices state "Invoice Due Upon Receipt" or have a due date that is two (2) weeks after the date the invoice is submitted.
7. Project Schedule
   - City Inspector must be notified of all work occurring and be able to perform inspection on all work or installation that occurs.
   - Typical work times are Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City permission unless for emergency conditions.
   - Work is not to occur on Sundays or legal holidays unless required for emergency situations.
   - Work is not to occur on Saturdays unless requested by Contractor in writing at least 48 hours in advance and approved by the Assistant City Engineer.
8. Project Specific

- Bidders must provide documentation as part of the bid packet submittal proving that they possess both an active license equal to or a higher class than a Water Operator D license and an active license equal to or a higher class than either a Wastewater D license or Class 1 Collections license, and the Contractor must maintain both of these
- Contractor is required to remove all temporary BMPs and restore the project. Bids without
- Contractor is responsible for maintaining access to the project for the Contractor.
- Contractor is responsible for coordinating with the
- Contractor is responsible for maintaining access to property owners at least
  - two (2) business days in advance of any planned access interruptions. Contractor is directed to use steel plates or other means to enable access to adjacent properties when work is not actively occurring and
  - Contractor is responsible for coordinating with City Transportation to have any traffic control signs removed or relocated as needed by the City.
  - Contractor is to take particular care when working in the vicinity of the following sites, and to take every precaution to protect the public and secure the project site when working in or around these locations.
    - Midland County Courthouse at Main Street and Midland Avenue. This location may see surges of heavy vehicle and pedestrian traffic, and access must be maintained between the courthouse and the parking lots.
    - Located opposite from the east side of Main Street. Coordination by the Contractor with the City and Courthouse prior to this work is of the work occurring will be required.
    - Crystals Childcare & Preschool at Main Street and Cedar Avenue. This location may have children active outside the facility.
- Contractor is responsible for maintaining service to adjacent properties at least two (2) business days prior to
  - Contractor is to take particular care when working in the vicinity of the following sites, to minimize service interruptions as much as possible, and whenever possible to coordinate planned service interruptions to minimize the impact to the sites listed.

- Midland County Courthouse at Main Street and Michigan Avenue.
  Coordination by the Contractor with the City and Courthouse prior to this
- Midland County Courthouse at Main Street and Parker Avenue.
  Avenue of the work occurring will be required.
- St. Mark's Church at Main Street and Hamby Avenue.
- Crystal Childcare & Preschool at Main Street and Cedar Avenue.
  Fire Engine Case at Midland at Main Street and Cotton Drive Avenue.
- Material storage on the project site must be properly stored and protected from damage and weather to be no storage or equipment or material in Scharbauer Draw Avenue.
  - on either roadway running adjacent and parallel to Scharbauer Draw.
    There is to be no storage or equipment or material between the Midland County Courthouse and the parking lots opposite it on the east side of Main Street that would prevent pedestrian traffic between those locations.
- There is a one (1) calendar year warranty period on this project. This includes all infrastructure installed.
- The Pulaski Michigan Avenue Utility Improvements Project is currently under construction and will reach the intersection of Main Street and Michigan Avenue before this project does. Therefore, the water main improvements at this intersection, including the replacement of the fire hydrant on the intersections northeast corner, will be accomplished through the Michigan Avenue Utility Improvements project instead.
- The Pulaski Michigan Avenue Utility Improvements Project is currently under construction and will reach the intersection of Main Street and Michigan Avenue before this project does. Therefore, the water main improvements at this intersection, including the replacement of the fire hydrant on the intersections northeast corner, will be accomplished through the Michigan Avenue Utility Improvements project instead.
- The existing 20" water main pipe will remain except as indicated on the construction drawings. The existing 20" water main pipe will remain except as indicated on the construction drawings. The existing 20" water main pipe will remain except as indicated on the construction drawings.
  - The Main Street Section of new 20" pipe installed on the north side of the Main Street and Parker Avenue intersection.
    The water mains crossing east-west across Main Street at Shandon Avenue and at the alley between Dormard Avenue and Dengar Avenue will connect to the existing 20" water main pipe with new tee fittings, but will not be replacing the existing 20" pipe itself.
- The water mains crossing east-west across Main Street at Shandon Avenue and at the alley between Dormard Avenue and Dengar Avenue will connect to the existing 20" water main pipe with new tee fittings, but will not be replacing the existing 20" pipe itself.
- Bridges are directed to bid the term quantities in the Bid Packet's Proposal.
- Contractor is reminded that this project is located in an urban environment. Trees and overhead lines are common, and contractor is to provide adder equipment to complete as required work for this project in an urban environment.

9. Additional Information
Clarification and Correction

10. Any Additional Questions?

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Please direct all questions or comments following the Pre-Bid Meeting to Josh Ferguson with the City of Midland.

Engineering Services
Josh Ferguson
Phone: (432) 685-7290
Email: jferguson@midlandtexas.gov
Bobby Wojciechowski
Phone: (432) 685-7519
Email: bwojciechowski@midlandtexas.gov

Pre-Bid Meeting Attendance
BPU20-03
Main Street Utility Bond Project
Date: 04-26-2023 - 3:00 PM

☑	Name (Please Print)	Company Name (Please Print)	Phone Number	Fax Number	Email
	Josh Ferguson	City of Midland	(432)685-7290		jferguson@midlandtexas.gov
	Tyler Clutter	TEC	432-967-0032		TylerClutter@TECengineers.com
	Erika Martinez	City of Midland	685-7980		emunoz@midlandtexas.gov
	Carolina Jimenez	City of Midland	685-7418		Cjimenez@midlandtexas.gov
	Kylee McClendon	BES	432-694-0660		Kylee@boler.net
	Greg Boler	BES	432-694-0660		bids@boler.net

TEC EXCAVATION, INC.

P.O. Box 80455
MIDLAND, TX 79708

PH. 432-682-2619
FAX 432-684-1151

May 3, 2023

Joshua Ferguson
City of Midland
300 N. Loraine
Midland, TX 79701

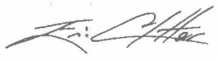
Project: MAIN ST. UTILITY BOND PROJECT

Josh,

As per conditions of the Contract, TEC Excavation, Inc. is currently contracted with Jessie Montez to meet TCEQ requirements on the above-mentioned project.

Jessie Montez
TCEQ Class A Water Operator Licensing Number: W00027888
TCEQ Class C Wastewater Operator Licensing Number: WW0025723

Eric Clutter, Vice-President
TEC Excavation, Inc.

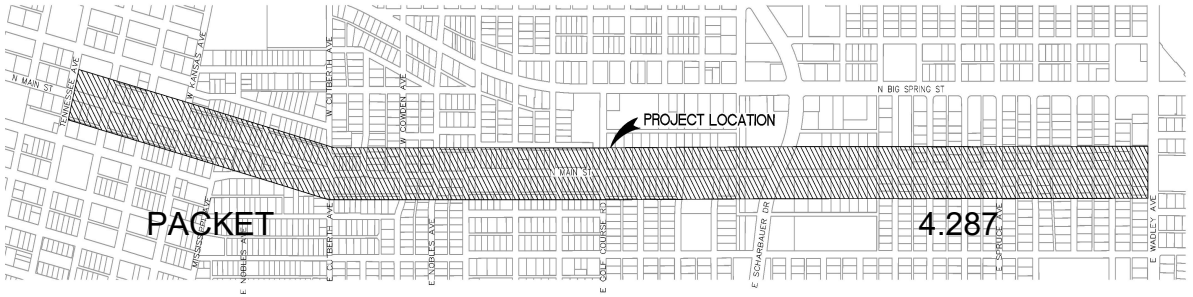


CITY OF MIDLAND
MAIN STREET UTILITY BOND PROJECT
UTILITY PROJECT NUMBER 20-03

JANUARY 2022

FINAL PLANS

SHEET NUMBER	SHEET TITLE
C-1	COVER SHEET
C-2	GENERAL NOTES
C-3 – C-5	EXISTING CONDITIONS
C-6 – C-8	DEMOLITION AND PAVING PLAN
C-9 – C-11	EROSION CONTROL
C-12	WATER MAIN MASTER PLAN
C-13	WATER MAIN PLAN & PROFILE LINE A-1
C-14 – C-16	WATER MAIN PLAN & PROFILE LINE A-2
C-17 – C-18	WATER MAIN PLAN & PROFILE LINE A-3
C-19	WATER MAIN PLAN & PROFILE LINE B
C-20 – C-24	WATER MAIN PLAN & PROFILE CROSS STREETS
C-25	WASTEWATER MAIN PLAN & PROFILE LINE W
C-26 – C-31	STANDARD DETAILS



PROJECT VICINITY MAP
(NOT TO SCALE)

MAYOR
PATRICK PAYTON

COUNCIL MEMBERS

SCOTT DUFFORD	DISTRICT 1
JOHN NORMAN	DISTRICT 2
JACK LADD	DISTRICT 3
LORI BLONG	DISTRICT 4
DAN CORRALES	AT LARGE
ROBIN POOLE	AT LARGE

CITY MANAGER
ROBERT PATRICK

ENGINEERING SERVICES DIRECTOR
JOSE E. ORTIZ, P.E.

CITY OF MIDLAND
APPROVED AS NOTED
ENGINEERING
04.[illegible].2023

CONTRACTOR _____

DATE WORK BEGAN _____

DATE WORK COMPLETED _____

DATE WORK ACCEPTED _____

FINAL CONTRACT COST _____

May 23, 2023

NO. | DATE | REVISIONS | BY

Westwood
Westwood Professional Services, Inc.
TBPE Firm No. F-2578
TBPLS Firm No. 10194379

STATE OF TEXAS
MARK L. MILLER
135378
LICENSED
PROFESSIONAL ENGINEER
1/15/2022

MIDLAND Engineering Services

MAIN STREET UTILITIES
CITY OF MIDLAND
COVER SHEET

JOB NO.:	28221.01
DATE:	JANUARY 2022
DESIGN:	IHW
DRAWN:	IHW
CHECKED:	MLM

SHEET
C-1

File: N:\28221.01\1 project data\Dwg\Civil\28221.01 COVER SHEET.dwg

GENERAL NOTES:

i) THIS DESIGN IS FOR PUBLIC WATER IMPROVEMENTS ALONG NORTH MAIN STREET FROM EAST TENNESSEE STREET TO WEST SCHARBAUER DRIVE AND WATER CROSSINGS ALONG NORTH MAIN STREET BETWEEN WEST SCHARBAUER DRIVE AND EAST WADLEY AVENUE.

ii) CONSTRUCTION SHALL COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE. ALL OTHER STANDARDS AND REQUIREMENTS ARE TO COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS. WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REGULATIONS, REQUIREMENT, OR REGULATION VARY, THE MORE STRINGENT SHALL APPLY.

iii) ALL BEARINGS, DISTANCES, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE REFERENCED TO TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO NORTH AMERICAN VERTICAL DATUM 1988.

iv) ALL EXISTING UTILITIES AND OTHER OBJECTS INDICATED ON THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING [CITY OF MIDLAND RECORDS, SITE VISITS, SURVEY, ONE CALL MARKINGS, AND PRIVATE INFRASTRUCTURE OWNER RECORDS]. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND PROTECTING EXISTING PLANTS AND APPURTENANCES REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THIS CONSTRUCTION DRAWING SET.

v) ANY CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN FIELD THAT CONFLICT WITH THIS CONSTRUCTION DRAWING SET ARE TO BE BROUGHT TO ATTENTION OF PROJECT ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN FIELD.

vi) TRAFFIC CONTROL FOR THIS PROJECT WILL BE CONTRACTOR'S RESPONSIBILITY. CONTRACT MUST SUBMIT TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO CITY OF MIDLAND FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY PERFORMED BY CONTRACTOR.

vii) CONTRACTOR IS TO NOTIFY ALL AFFECTED PROPERTIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY CONTRACTOR.

viii) ALL REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.

ix) CONTRACTOR MUST COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN PROJECT BID PACKET

x) CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT. TREES AND OVERHEAD LINES ARE COMMON, AND CONTRACTOR IS TO PROVIDE PROPER EQUIPMENT TO COMPLETE ALL REQUIRED WORK FOR THIS PROJECT IN AN URBAN ENVIRONMENT.

xi) [illegible] MATERIAL STORAGE WITHIN SCHARBAUER DRAW.

DEMOLITION NOTES:

A. CONTRACTOR IS TO NOTIFY PROJECT ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND RECEIVE WRITTEN CONFIRMATION THAT SUCH DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.

B. CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGE OR REMOVE ANY EXISTING INFRASTRUCTURE OR PROPERTY, PUBLIC OR PRIVATE, THAT IS NOT INDICATED BY THIS CONSTRUCTION DRAWING SET. ANY SUCH DAMAGE OR REMOVAL MUST BE REPLACED OR REPAIRED BY CONTRACTOR AT THEIR EXPENSE AND RETURNED TO EQUAL OR BETTER CONDITION.

C. SOUR EXISTING WATER MAIN PIPE IDENTIFIED FOR REMOVAL ARE TO BE REMOVED IN THEIR ENTIRETY, INCLUDING ANY FITTINGS, STRUCTURES, AND APPURTENANCES.

D. EXISTING WATER MAIN PIPE IDENTIFIED TO BE ABANDONED IN PLACE MUST BE COMPLETELY FILLED WITH FLOWABLE FILL 2-SACK (2-SACK = 188 POUNDS PER CUBIC YARD) AND CAPPED AT BOTH ENDS OF ABANDONED PIPE SECTION.

E. ALL PUBLIC UTILITY TRENCH REPAIRS ARE TO INCLUDE 1.0' T-TOPPING ON BOTH SIDES OF PUBLIC UTILITY TRENCH EXCAVATION.

F. ALL SAW-CUTS ARE TO HAVE CLEAN, STRAIGHT EDGES AND ARE CONSIDERED INCIDENTAL TO ALL PROJECT WORK.

G. ALL EXISTING FIRE HYDRANTS REMOVED ARE TO BE RETURNED TO CITY OF MIDLAND UNLESS SPECIFICALLY NOTED OTHERWISE IN THIS CONSTRUCTION DRAWING SET OR PROJECT BID PACKET.

H. ALL EXISTING WATER METERS REMOVED ARE TO BE RETURNED TO CITY OF MIDLAND UNLESS SPECIFICALLY NOTED OTHERWISE IN THIS CONSTRUCTION DRAWING SET OR PROJECT BID PACKET.

CONSTRUCTION NOTES:

1. AN EXISTING BENCHMARK IS LOCATED AT SOUTHWEST CORNER OF MAIN ST AND GOLF COURSE RD.
THE BENCHMARK IS AN ALUMINUM DISK MARKED "CITY OF MIDLAND BENCHMARK". BENCHMARK ELEVATION IS 2736.08 BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.

2. [illegible] SHOWN THEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 OF 1983 (2011 ADJUSTMENT). TEXAS STATE PLANE COORDINATES FOR THE CENTRAL ZONE, 4203.

3. ALL DIMENSIONS MEASURED TO CURB ARE MEASURED TO BACK-OF-CURB.

4. ALL DIMENSIONS BETWEEN UTILITIES ARE MEASURED TO UTILITY CENTERLINE.

5. ALL FITTINGS INSTALLED ARE TO BE WRAPPED IN PLASTIC OR EQUIVALENT.

6. ALL NEW OR EXISTING VALVE, MANHOLE JUNCTION, INLET, AND METER COVERS MUST BE ADJUSTED TO FINISHED GRADE AND BE SET FLUSH WITH ADJACENT FINISHED SURFACE WHETHER FINISHED SURFACE IS PAVED OR UNPAVED.

7. CONCRETE COLLARS ARE TO BE PLACED AROUND ALL PUBLIC INFRASTRUCTURE UTILITY COVERS EXCEPT METER COVERS EVEN WHEN SUCH COVERS ARE LOCATED IN UNPAVED OR CONCRETE PAVED AREAS.

8. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 1.5-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0-CUBIC YARD OF CONCRETE PLACED (1.5-LBS / 1.0-CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET.

9. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.

10. CONTRACTOR IS TO MATCH EXISTING GRADES AT ALL LOCATIONS INDICATED, INCLUDING FOR ALL GRADE DAYLIGHTING.

11. COORDINATE ALL SIGNAL POLE, SIGNAL CONDUIT, STRIPING, TRAFFIC SIGN, OR OTHER TRAFFIC INFRASTRUCTURE ISSUES WITH CITY TRAFFIC ENGINEER AND NOTIFY CITY INSPECTOR.

12. NOTIFY CITY INSPECTOR OF ALL FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE ISSUES AND COORDINATE WITH BOTH CITY AND FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE OWNER.

13. CONTRACTOR IS TO COORDINATE WITH CITY FIRE DEPARTMENT FOR ANY FIRE HYDRANT OR FIRE LINE TESTING. FIRE DEPARTMENT TO INSTALL COLORED RING OR BONNET ON FIRE HYDRANT ONCE TESTED.

14. PLACE ORANGE FENCING AROUND SIDEWALK, WHEELCHAIR RAMPS, AND OTHER PEDESTRIAN AREAS THAT POSE HAZARDS TO PEDESTRIAN TRAFFIC AS DIRECTED.

15. ANY AND ALL FLOWABLE FILL (2-SACK, 188 - LBS/CY) MUST BE CURED FOR NO LESS THAN THREE (3) DAYS PRIOR TO PLACEMENT OF ANY PAVEMENT OVER FLOWABLE FILL MATERIAL.

16. CONTRACTOR MUST MAINTAIN TWO-WAY TRAFFIC AT ALL TIMES IN WORK ZONE.

LEGEND

- WATER MAIN
- CROSS
- WATER MAIN VALVE
- WATER MAIN BEND
- UTILITY CROSSING
- FIRE HYDRANT ASSEMBLY
- UTILITY POLE WITH GUY WIRE
- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE
- UNKNOWN GAS LINE MANHOLE
- HAND HOLE/ JUNCTION BOX
- EXISTING GATE VALVE
- WASTEWATER MANHOLE
- WASTEWATER MAIN
- WATER MAIN
- WATER MANUAL AND BOX WITH METER
- GAS METER
- STREET LIGHT
- GAS LINE
- UNDERGROUND FIBER OPTIC
- POST
- SIGN
- MAILBOX
- MISCELLANEOUS UTILITY

APPROVED 04.28.2023

4.288

May 23, 2023

Westwood
Westwood Professional Services, Inc.
TBPELS FIRM NO. 10193973 | TBPE FIRM NO. F-11756

MIDLAND Engineering Services

STATE OF TEXAS
MARK L. MILLER
135378
LICENSED PROFESSIONAL ENGINEER
1/15/2022

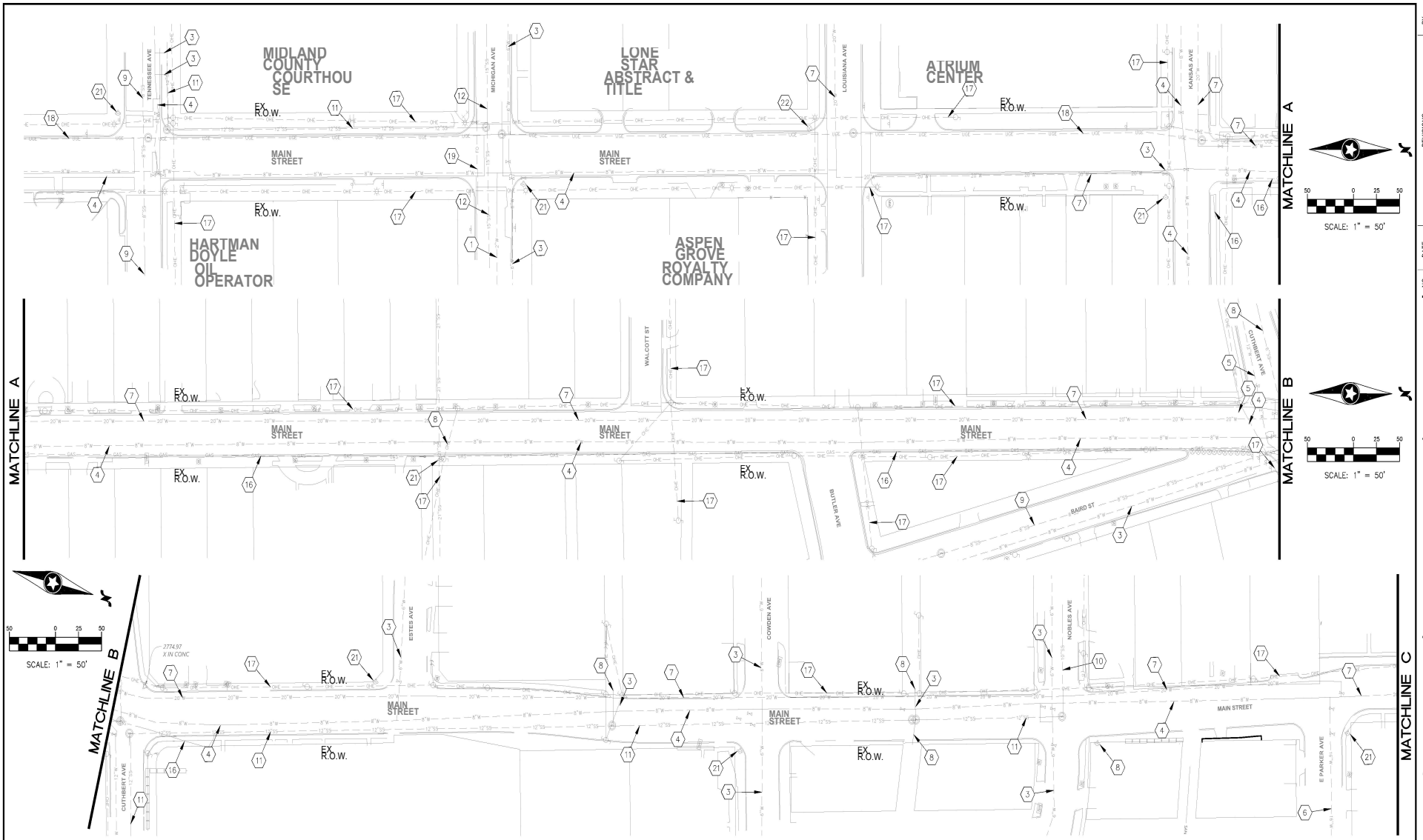
NO.	DATE	REVISIONS	BY

MAIN STREET UTILITIES
CITY OF MIDLAND
GENERAL NOTES

JOB NO.:	28221.01
DATE:	JANUARY 2022
DESIGN:	IHW
DRAWN:	IHW
CHECKED:	MLM

SHEET C-2

File: N:\28221.01\1_project_data\Dwg\Civil\28221.01_COVER_SHEET.dwg



KEYED NOTES

1. EXISTING 2" WATER MAIN
2. EXISTING 4" WATER MAIN
3. EXISTING 6" WATER MAIN
4. EXISTING 8" WATER MAIN
5. EXISTING 12" WATER MAIN
6. EXISTING 16" WATER MAIN
7. EXISTING 24" WATER MAIN
8. EXISTING 6" WASTEWATER MAIN
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11. EXISTING 12" WASTEWATER MAIN
12. EXISTING 15" WASTEWATER MAIN
13. EXISTING 21" WASTEWATER MAIN
14. EXISTING 25" WASTEWATER MAIN
15. EXISTING 36" WASTEWATER MAIN
16. EXISTING ACTIVE GAS LINE
17. EXISTING OVERHEAD ELECTRIC LINE
18. EXISTING UNDERGROUND ELECTRIC LINE
19. EXISTING UNDERGROUND FIBER OPTIC
20. EXISTING UNDERGROUND CABLE
21. EXISTING FIRE HYDRANT
22. EXISTING IRRIGATION CONTROL VALVE

PACKET

4.289

APPROVED 04.18.2023 CITY OF MIDLAND ENGINEERING

EXISTING CONDITIONS NOTES:

1. EXISTING CONDITIONS SHOWN ARE BASED ON AVAILABLE PREVIOUS DESIGN DRAWINGS, CITY OF MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SURVEY DATA, AND SITE VISITS. CONTRACTOR IS TO FIELD VERIFY ALL EXISTING CONDITIONS AND EXCEPT ANY COMMUNICATION LINES WERE LOCATED FROM ONE-CALL MARKERS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND PRIVATE PROPERTIES. WORK IS MINE TRAINED AND ARE TO BE UNDISTURBED DURING CONSTRUCTION. ACTIVITY CONTRACTOR IS TO NOTIFY ENGINEER OF ANY ISSUES OR CONFLICTS WITH EXISTING TREES OR LANDSCAPING AND WAIT FOR DIRECTION FROM ENGINEER PRIOR TO ANY ACTIVITY THAT MIGHT HARM A EXISTING TREES AND LANDSCAPING.

May 23, 2023

NO.	DATE	REVISIONS	BY

Westwood

MIDLAND Engineering Services

STATE OF TEXAS MARK L. MILLER 135378 LICENSED PROFESSIONAL ENGINEER

1/15/2022

MAIN STREET UTILITIES CITY OF MIDLAND

EXISTING CONDITIONS

JOB NO.:	28221.01
DATE:	JANUARY 2022
DESIGN:	IHW
DRAWN:	IHW
CHECKED:	MLM

SHEET C-3

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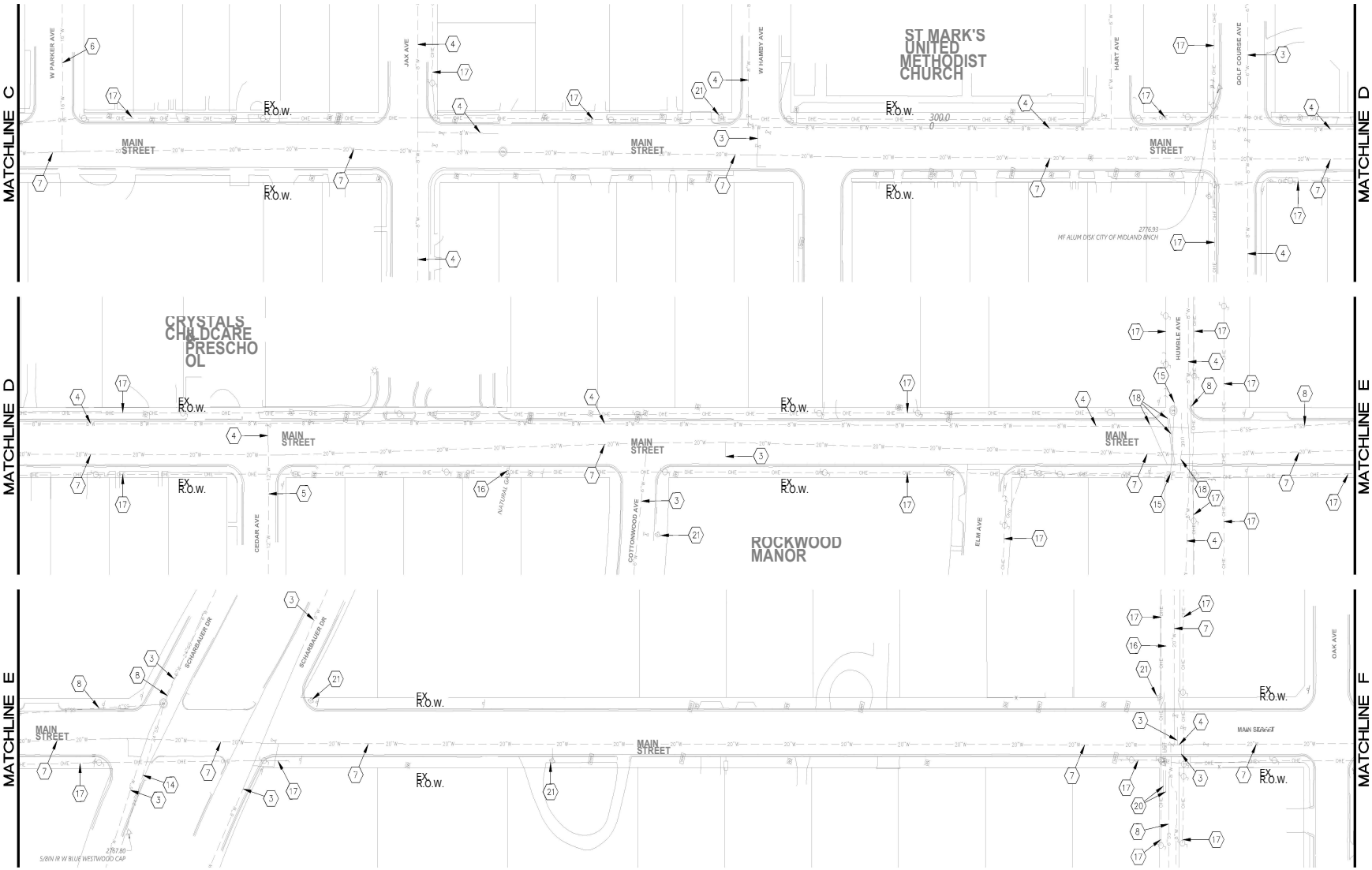

SCALE: 1" = 50'

KEYED NOTES

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13. EXISTING 21" WASTEWATER MAIN
14. EXISTING FIRE HYDRANT
15. EXISTING 36" WASTEWATER MAIN
16. EXISTING ACTIVE GAS LINE
17. EXISTING OVERHEAD ELECTRIC LINE
18. EXISTING UNDERGROUND ELECTRIC LINE
19. EXISTING UNDERGROUND FIBER OPTIC
20. EXISTING UNDERGROUND CABLE
21. EXISTING IRRIGATION CONTROL VALVE

EXISTING CONDITIONS NOTES:

1. EXISTING CONDITIONS SHOWN ARE BASED ON AVAILABLE PREVIOUS DESIGN DRAWINGS, CITY OF MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SURVEY DATA, AND SITE VISITS. CONTRACTOR IS TO FIELD VERIFY ALL EXISTING UTILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
2. EXISTING UTILITIES SHOWN ARE APPROXIMATE LOCATIONS ONLY. CONTRACTOR IS TO CONTACT ONE-CALL SYSTEM FOR LOCATION OF UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHILE TRENCHING AND ANY OTHER ACTIVITY. CONTRACTOR IS TO NOTIFY ENGINEER OF ANY ISSUES OR CONFLICTS WITH EXISTING UTILITIES THAT MIGHT HARM A EXISTING TREES AND LANDSCAPING.
3. WORKERS MUST TAKE PRECAUTIONARY MEASURES TO ENSURE THAT ALL EXISTING TREES AND LANDSCAPING ARE UNDISTURBED DURING CONSTRUCTION. CONTRACTOR IS TO CONTACT ENGINEER FOR DIRECTION PRIOR TO ANY ACTIVITY THAT MIGHT HARM A EXISTING TREES AND LANDSCAPING.

APPROVED
04.10.2023
APPROVED AS NOTED
ENGINEER

APPROVED AS TO CONSTRUCTION SPECIFICATIONS
The issuance or granting of this APPROVED shall not be construed to be an authorization to any violation of any of the provisions of the City Code, of any City Ordinance, or the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVED presuming to give authority to violate or cancel the provisions of of the City Code, or any City Ordinance, or the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVED, based on the construction plans and other data, does not prevent the Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of any public improvements not in accordance with the City Code, or any City Ordinance, or the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

PACKET
4.290
May 23, 2023

Westwood
Westwood Professional Services, Inc.
TBPE Firm No. F-376
(281) 257-3100
www.westwoodps.com

MIDLAND Engineering Services

STATE OF TEXAS
MARK L. MILLER
135378
LICENSED PROFESSIONAL ENGINEER
1/15/2022

NO.	DATE	REVISIONS	BY

MAIN STREET UTILITIES
CITY OF MIDLAND
EXISTING CONDITIONS

JOB NO.:	28221.01
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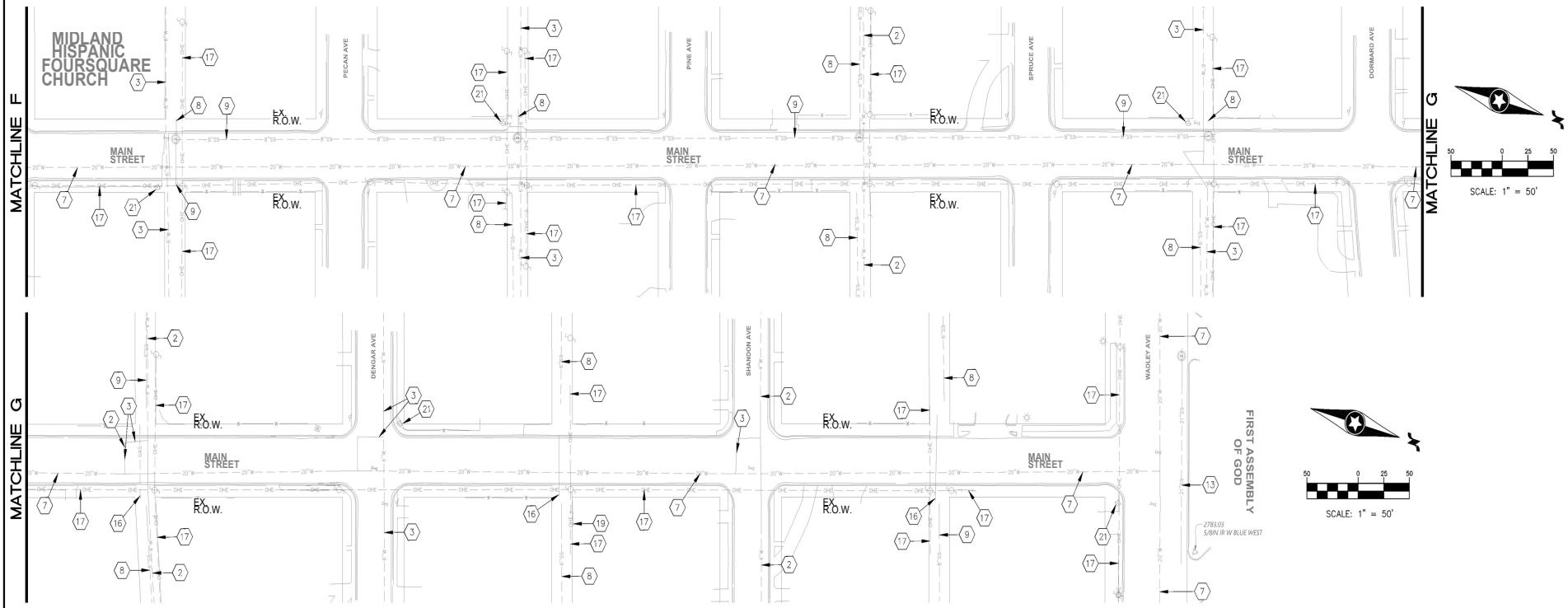
DESIGN:	IHW
DRAWN:	IHW
CHECKED:	MLM

SHEET
C-4

File: N:\28221.01\1 project data\Dwg\Civil\Sewer MH Exhibit.dwg



KEYED NOTES

1. EXISTING 2" WATER MAIN
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18. EXISTING UNDERGROUND ELECTRIC LINE
19. EXISTING UNDERGROUND FIBER OPTIC
20. EXISTING UNDERGROUND CABLE
21. EXISTING FIRE HYDRANT
22. EXISTING IRRIGATION CONTROL VALVE

PACKET

4.291

EXISTING CONDITIONS NOTES:

1. EXISTING CONDITIONS SHOWN ARE BASED ON AVAILABLE PREVIOUS DESIGN DRAWINGS, CITY OF MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SURVEY DATA, AND SITE VISITS. CONTRACTOR IS TO FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY ENGINEER OF ANY LOCATED FROM ONE-CALL MARKERS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN PERFORMING WORK AND TO BE UNDISTURBED DURING CONSTRUCTION.
2. CONDITIONS ARE NOTIFY ENGINEER OF ANY LOCATED FROM ONE-CALL MARKERS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN PERFORMING WORK AND TO BE UNDISTURBED DURING CONSTRUCTION.
3. WHEN EXISTING TREES ARE FOUND AND ARE TO BE UNDISTURBED DURING CONSTRUCTION ACTIVITY, CONTRACTOR IS TO NOTIFY ENGINEER OF ANY ISSUES OR CONFLICTS WITH EXISTING TREES OR LANDSCAPING AND WAIT FOR DIRECTION FROM ENGINEER PRIOR TO ANY ACTIVITY THAT MIGHT HARM A EXISTING TREES AND LANDSCAPING.



NO.	DATE	REVISIONS	BY

Westwood

MIDLAND Engineering Services



1/15/2022

MAIN STREET UTILITIES
CITY OF MIDLAND
EXISTING CONDITIONS

JOB NO.:	28221.01
DATE:	JANUARY 2022
DESIGN:	IHW
DRAWN:	IHW
CHECKED:	MLM

SHEET C-5

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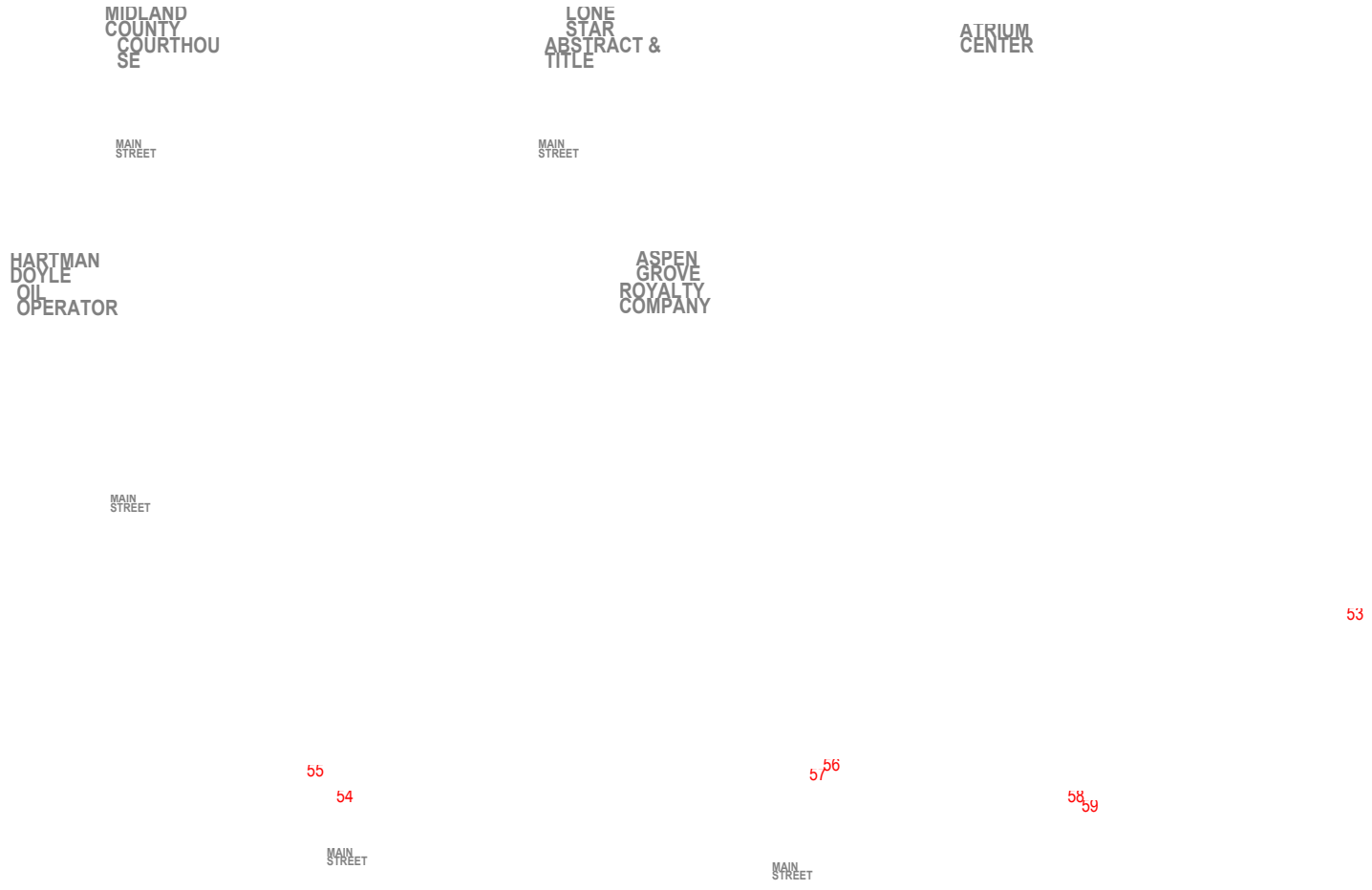
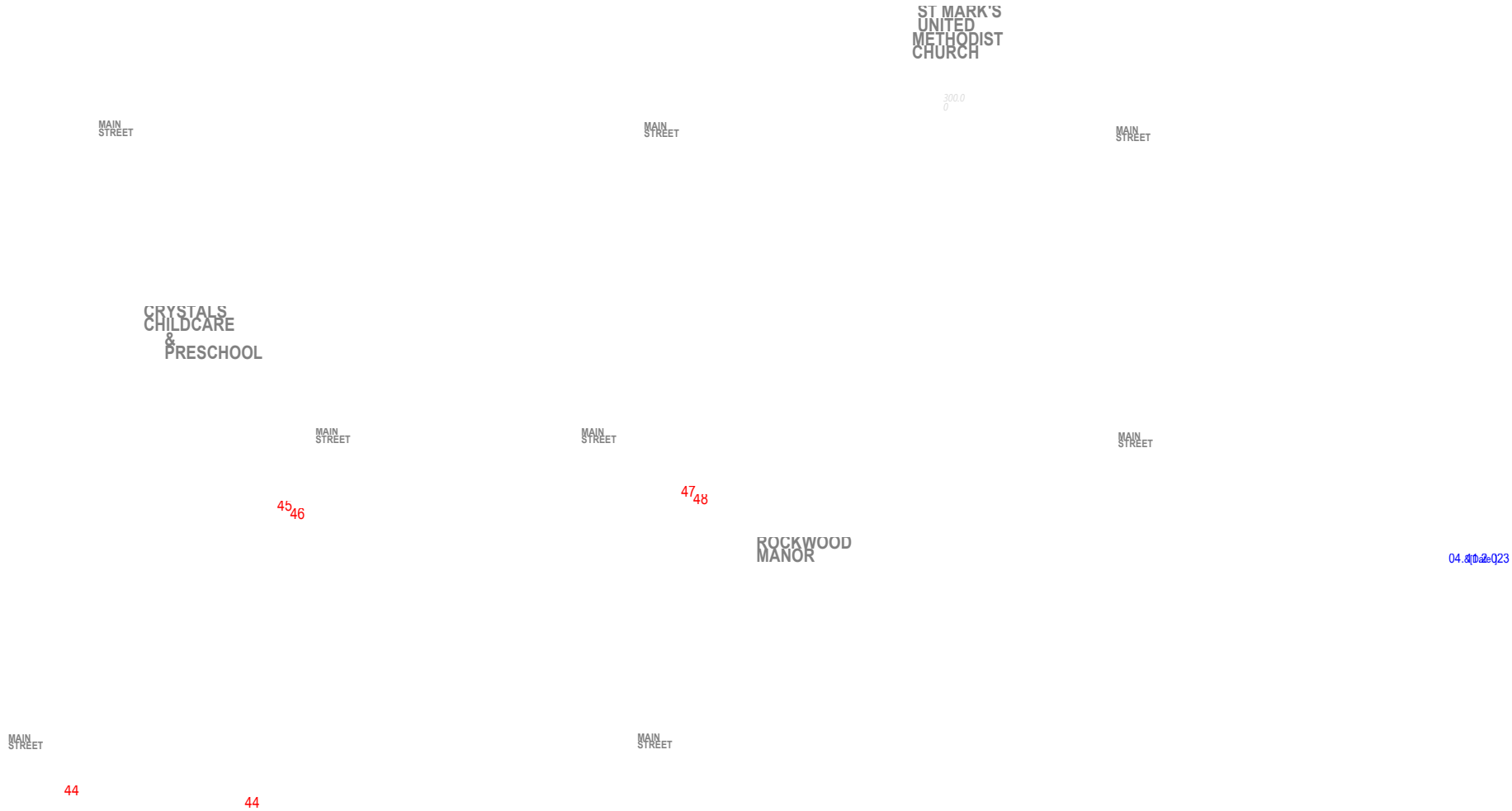


KEYED NOTES:

1) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 670 SY FROM NORTH OF TENNESSEE AVE TO LOUISIANA AVE ALONG MAIN ST INCLUDING ALL LATERALS. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.
2) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 700' FROM NORTH OF TENNESSEE AVE TO LOUISIANA AVE ALONG MAIN ST INCLUDING ALL SERVICE LATERALS CONNECTED TO REMOVED PIPE.
4) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 125 SY ALONG MICHIGAN AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.
6) REMOVE EXISTING FIRE HYDRANT ASSEMBLY. INSTALL FIRE HYDRANT ASSEMBLY IN NEW LOCATION. EXISTING FIRE HYDRANT TO BE RETURNED TO THE CITY OF MIDLAND WHEN REMOVED.
7) REMOVE EXISTING CURB AND GUTTER. REMOVE AND REPLACE EXISTING CONCRETE SIDEWALK.
8) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 95' ALONG KANSAS AVE AT MAIN ST INTERSECTION.
10) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 100 SY ALONG KANSAS AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.
11) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 2,900 SY ALONG MAIN ST FROM KANSAS AVE TO PARKER AVE INCLUDING ALL LATERALS.
13) REMOVE EXISTING CURB AND GUTTER. REMOVE AND REPLACE 6' ST CONCRETE DRIVEWAY CENTERED ON EXISTING WATER SERVICE.
12) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 3,500' FROM KANSAS AVE TO PARKER AVE INCLUDING ALL SERVICE LATERALS CONNECTED TO REMOVED PIPE.
14) PROTECT 5' EXISTING CURB AND GUTTER CENTERED ON EXISTING WATER SERVICE.
15) CAUTION: EXISTING GAS LINE. PROTECT 5' EXISTING CURB AND GUTTER CENTERED ON EXISTING WATER SERVICE.
16) REMOVE EXISTING FIRE HYDRANT ASSEMBLY. INSTALL FIRE HYDRANT ASSEMBLY IN NEW LOCATION. EXISTING FIRE HYDRANT TO BE RETURNED TO THE CITY OF MIDLAND WHEN REMOVED.
17) REMOVE 8' EXISTING CURB AND GUTTER. REPLACE WITH MATCHING CURB SECTION.
18) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 110' ALONG BAIRD ST.
19) REMOVE EXISTING 12" CAST IRON PIPE APPROXIMATELY 135' ALONG BAIRD ST.
20) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 170 SY ALONG BAIRD ST AND E COLORADO AVE. REPLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.
54) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 60' ALONG WESTES AVE AT MAIN ST INTERSECTION.
55) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 70 SY ALONG ESTES AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.
56) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 110' ALONG COWDEN AVE AT MAIN ST INTERSECTION.
57) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 155 SY ALONG COWDEN AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.
58) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 120' ALONG NOBLES AVE AT MAIN ST INTERSECTION.
59) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 110 SY ALONG NOBLES AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

CONSTRUCTION NOTES:
* CAUTION: EXISTING ACTIVE GAS LINE
# CAUTION: EXISTING ACTIVE UTILITY LINE

04.[illegible].2023



KEYED NOTES:

5) REMOVE EXISTING FIRE HYDRANT ASSEMBLY. INSTALL FIRE HYDRANT ASSEMBLY IN PLACE. EXISTING FIRE HYDRANT TO BE RETURNED TO CITY OF MILPAS CENTER. REMOVE EXISTING CURB AND GUTTER CENTERED ON EXISTING WATER METER.

26) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 100' ALONG JAX AVE AT MAIN ST INTERSECTION.

27) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 90 SY ALONG JAX AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

28) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 2,500' ALONG MAIN ST FROM JAX AVE TO HUMBLE AVE.

29) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 2,150 SY ALONG MAIN ST FROM JAX AVE TO HUMBLE AVE. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

31) PROTECT 14' EXISTING CURB AND GUTTER.

32) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 7 SY ALONG MAIN ST. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

33) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 35' ALONG HART AVE AT MAIN ST INTERSECTION.

34) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 35' ALONG HART AVE AT MAIN ST INTERSECTION.

35) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 55 SY ALONG HART AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

36) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 130' ALONG GOLF AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

37) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 80' ALONG HUMBLE AVE AT MAIN ST INTERSECTION.

39) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 50 SY ALONG HUMBLE AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

40) REMOVE EXISTING 20" CAST IRON PIPE APPROXIMATELY 80' ALONG MAIN ST AT SCHARBAUER DR INTERSECTION UNDER BRIDGE. REMOVE APPROXIMATELY 70' EXISTING 20" CAST IRON PIPE NOT DIRECTLY UNDER BRIDGE.

42) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 215 SY ALONG SCHARBAUER DR AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

43) REMOVE APPROXIMATELY 10 SY CONCRETE SIDE SLOPES AND BOTTOM OF CHANNEL AT ELEVATED EXISTING 12" CAST IRON PIPE APPROXIMATELY 55' ALONG CEDAR AVE AT MAIN ST INTERSECTION.

46) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 30 SY ALONG CEDAR AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

47) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 60' ALONG COTTONWOOD AVE AT MAIN ST INTERSECTION.

48) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 60 SY ALONG COTTONWOOD AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

PACKET

PACKET

4.29

May 23, 2023

MIDLAND HISPANIC FOURSQUARE CHURCH

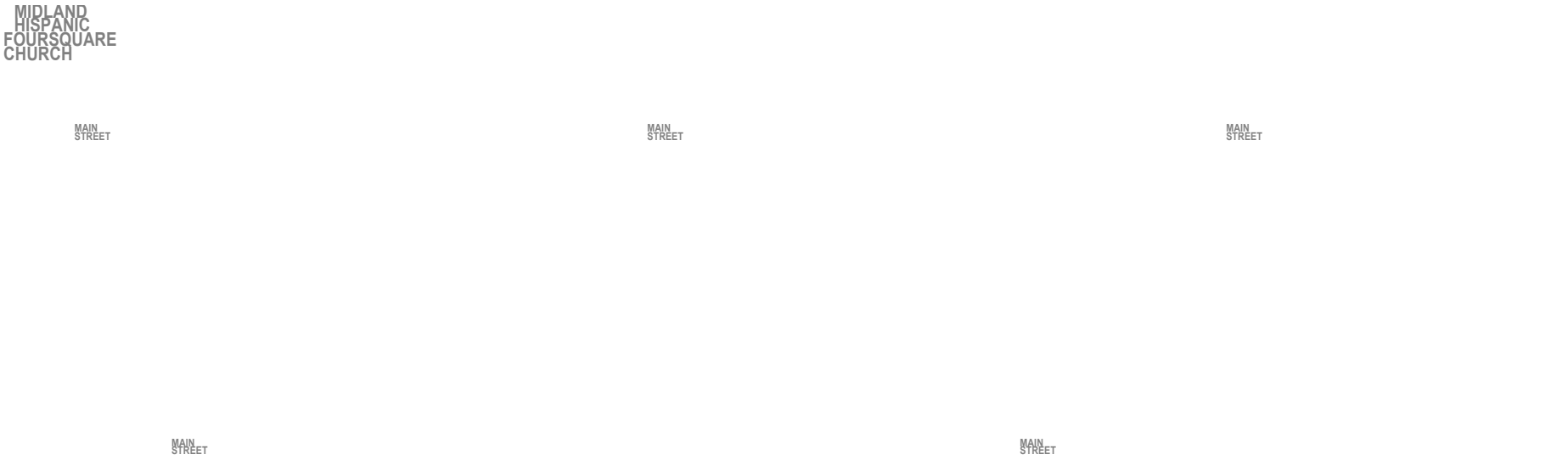
MAIN STREET

MAIN STREET

MAIN STREET

MAIN STREET

MAIN STREET



KEYED NOTES:

5) REMOVE EXISTING FIRE HYDRANT ASSEMBLY. INSTALL FIRE HYDRANT ASSEMBLY IN PLACE. EXISTING FIRE HYDRANT TO BE RETURNED TO CITY OF MIDLAND WHEN REMOVED.

10) REMOVE EXISTING 4" CAST IRON PIPE APPROXIMATELY 75' ALONG ALLEY BETWEEN PINE AVE AND SPRUCE AVE AT MAIN ST INTERSECTION.

44) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 45 SY ALONG ALLEY BETWEEN PINE AVE AND SPRUCE AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

45) REMOVE EXISTING 4" CAST IRON PIPE APPROXIMATELY 125' ALONG ALLEY BETWEEN DORMAND AVE AND DENGAR AVE AT MAIN ST INTERSECTION.

47) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 125 SY ALONG ALLEY BETWEEN DORMAND AVE AND DENGAR AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

48) REMOVE EXISTING 4" CAST IRON PIPE APPROXIMATELY 145' ALONG SHANDON AVE AT MAIN ST INTERSECTION.

49) REMOVE AND REPLACE EXISTING 8" VITRIFIED CLAY WASTEWATER PIPE APPROXIMATELY 100' ALONG MAIN STREET BETWEEN OAK AVE AND SHANDON AVE.

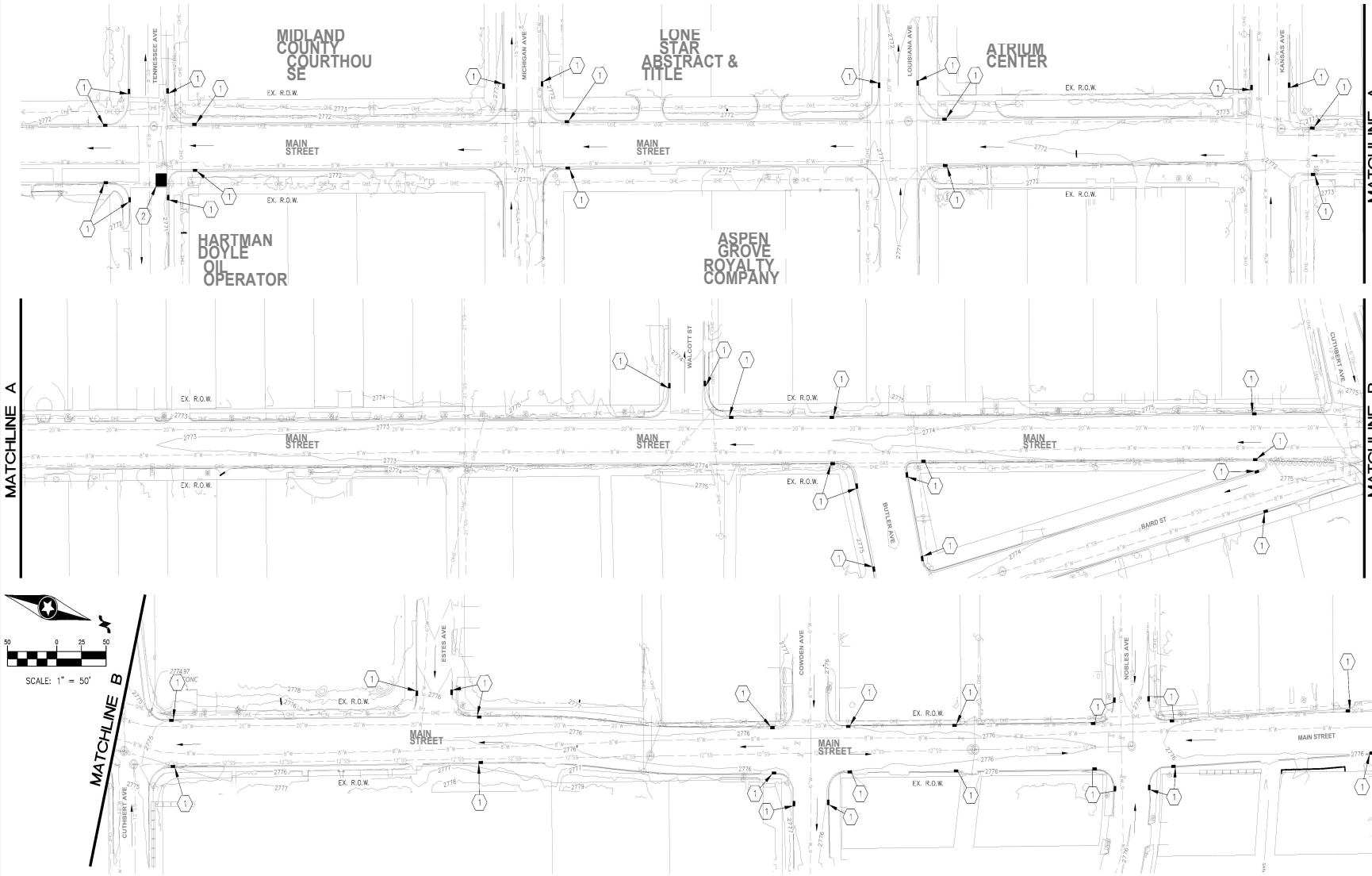
50) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 160 SY ALONG SHANDON AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

51) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 550 SY ALONG MAIN ST BETWEEN OAK AVE AND DORMAND AVE. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

52) REMOVE EXISTING MANHOLE APPROXIMATELY 5' DEEP. PLACE NEW MANHOLE PER NOTES C-25 AND C-31.

* CAUTION: EXISTING ACTIVE GAS LINE

04.18.2023



VEGETATION SEEDING AND WATERING

SEE LANDSCAPE SHEETS FOR NOTES AND SPECIFICATIONS RELATING TO VEGETATION SEEDING AND WATERING

KEYED NOTES

1. PLACE SAND BAGS IN GUTTER FLOWLINE UPSTREAM OF CURB OPENING AND AT THE LIMITS OF THE WORK ZONE AREA.
2. LOCATE CONCRETE WASHOUT WITHIN PROJECT AREA AND SHIFT AS NECESSARY FOR CONSTRUCTION ACTIVITY. ALL WASHOUT AND OTHER SPOILS AREA TO BE REMOVED FROM SITE.
3. AREA TO BE REMOVED FROM SITE. CHECK FILTER DAMS ACROSS DRAINAGE CHANNEL DOWNSTREAM OF CONSTRUCTION AREA.
4. PLACE 6" CONCRETE PAVEMENT, CLASS C, 3600 PSI, WITH 3-LBS/CY PLYETHYLENE MACRO FIBER REINFORCEMENT ON SIDE SLOPES AND CHANNEL BOTTOM.
5. PLACE SAND BAGS, FILTER SOCKS, OR EQUIVALENT ACROSS CURB OPENINGS TO CHANNEL WHILE WORKING IN VICINITY OF INTERSECTION ON EITHER SIDE OF CHANNEL.

EROSION CONTROL NOTES:

1. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON PROJECT SITE.
2. ALL REQUIRED INITIAL EROSION CONTROL MEASURES (ECM) ARE SHOWN IN THE PLANS. PLACE EROSION CONTROL MEASURES ADJACENT TO THE LOCALIZED AREA OF CONSTRUCTION.
3. REMOVE UNNECESSARY ECMs WHEN STABILIZATION HAS BEEN COMPLETED OR MAINTAIN EROSION CONTROL MEASURES AS NEEDED. REPAIRS TO EXISTING EROSION CONTROL MEASURES ARE TO MADE IMMEDIATELY UPON DISCOVERY THAT SUCH REPAIRS ARE NEEDED. ALL EROSION CONTROL MEASURES AT THE PROJECT SITE ARE TO BE INSPECTED AND MAINTAINED FOLLOWING ANY STORM EVENT.
4. MAINTAIN SITE TO PREVENT LITTER, MATERIALS, OR EQUIPMENT FROM BEING DEPOSITED WITHIN THE EXISTING NEW YORK AVENUE RIGHT-OF-WAY DESIGNATED AS PART OF THE WORK ZONE AREA.
5. CONTRACTOR IS TO MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE THE PROJECT SITE AR TO BE REMOVED IMMEDIATELY.
6. CONCRETE WASHOUT IS NOT UNDER ANY CIRCUMSTANCE ALLOWED IN THE UTILITY TRENCHES. CONTRACTOR IS TO PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND MIXERS TO WASH OUT AND SPOILS FROM THE WASHOUT AS NEEDED.
7. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF THE ENGINEER IF AT ANY TIME THE ENGINEER BELIEVES THE EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE WORK BEING PERFORMED.
8. CONTRACTOR IS TO PROTECT ALL INLETS IN THE WORK AREA SHOWN AND ANY ADDITIONAL INLETS AS DETERMINED PRIOR TO STATING CONSTRUCTION.
9. CONSTRUCTION CONTROL BLANKETS OVER ANY SIDE SLOPE DISTURBED DURING CONSTRUCTION THAT IS NOT LOCATED WITHIN EXISTING CONCRETE SURFACE AREA.

APPROVED
CITY OF MIDLAND
ENGINEERING
04/20/2023

ATTACHMENT 4.295
May 23, 2023

NO.	DATE	REVISIONS	BY

Westwood
Westwood Professional Services, Inc.
TBPE/LS FIRM NO. 10193900 | TBPELS FIRM NO. F-11756

MIDLAND Engineering Services

STATE OF TEXAS
MARK L. MILLER
135378
LICENSED PROFESSIONAL ENGINEER
1/15/2022

MAIN STREET UTILITIES
CITY OF MIDLAND
EROSION CONTROL

JOB NO.:	28221.01
DATE:	JANUARY 2022
DESIGN:	IHW
DRAWN:	IHW
CHECKED:	MLM

SHEET
9C

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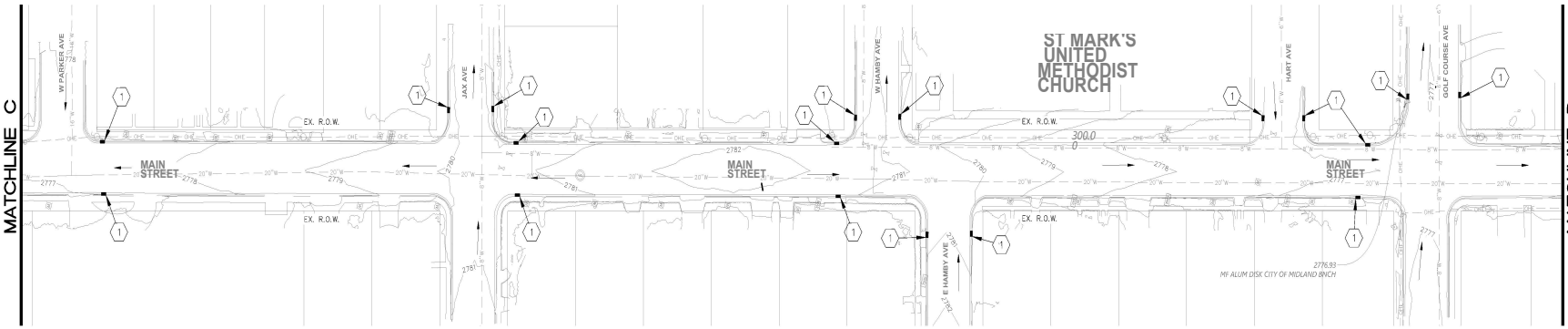
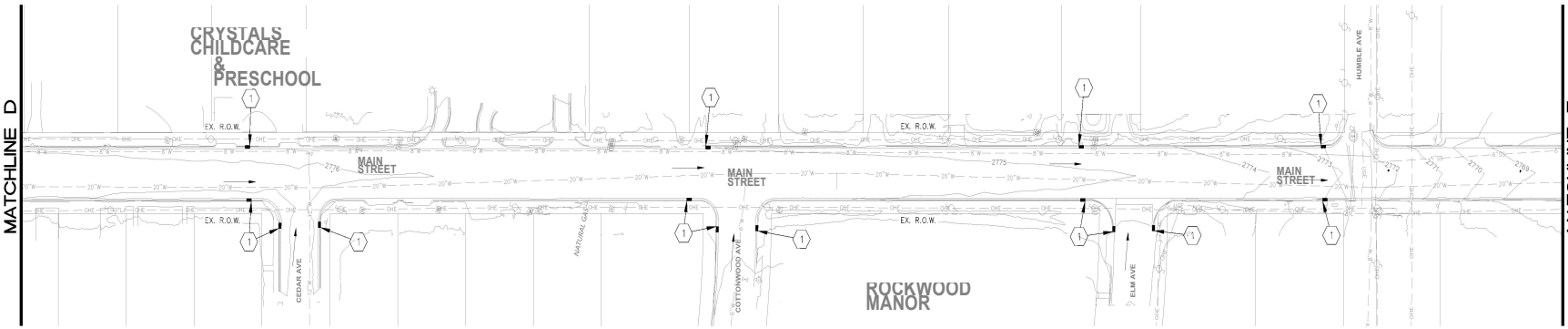
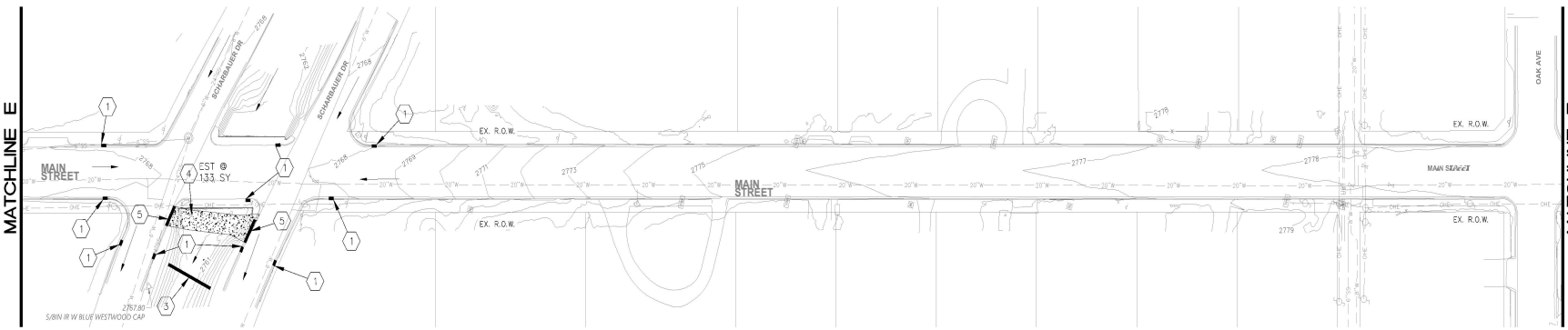






VEGETATION SEEDING AND WATERING

SEE SHEET EC-11 FOR NOTES AND SPECIFICATIONS RELATING TO VEGETATION SEEDING AND WATERING

KEYED NOTES

1. PLACE SAND BAGS IN GUTTER FLOWLINE UPSTREAM OF CURB OPENING AND AT THE LIMITS OF THE WORK ZONE AREA.
2. LOCATE CONCRETE WASHOUT WITHIN PROJECT AREA AND SHIFT AS NECESSARY FOR CONSTRUCTION ACTIVITY. ALL WASHOUT AND OTHER SPOILS AREA TO BE REMOVED FROM SITE.
3. INSTALL EROSION CONTROL ROCK FILTER DAMS ACROSS DRAINAGE CHANNEL DOWNSTREAM OF CONSTRUCTION.
4. PLACE 6" CONCRETE RIPRAP, CLASS C, 3600 PSI, WITH 3-LB/CY REINFORCEMENT IN SIDE SLOPES AND CHANNEL BOTTOM.
5. PLACE SAND BAGS, FILTER SOCKS OR EQUIVALENT ACROSS CURB OPENINGS TO CHANNEL WHILE WORKING IN VICINITY OF INTERSECTION ON EITHER SIDE OF CHANNEL.

EROSION CONTROL NOTES:

1. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON PROJECT SITE.
2. ALL REQUIRED INITIAL EROSION CONTROL MEASURES (ECM) ARE SHOWN IN THE PLANS. PLACE EROSION CONTROL MEASURES ADJACENT TO THE LOCALIZED AREA OF CONSTRUCTION. REMOVE UNNECESSARY ECMs WHEN STABILIZATION HAS BEEN COMPLETED OR AS REQUIRED.
3. CONTRACTOR IS RESPONSIBLE FOR EROSION CONTROL MEASURES AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES ARE TO MADE IMMEDIATELY UPON DISCOVERY THAT SUCH REPAIRS ARE NEEDED. ALL EROSION CONTROL MEASURES AT THE PROJECT SITE ARE TO BE INSPECTED AND MAINTAINED FOLLOWING ANY STORM EVENT.
4. MEASURES AT THE PROJECT SITE AND MATERIALS OR EQUIPMENT ARE TO BE REMOVED WITHIN THE EXISTING NEW YORK AVENUE RIGHT-OF-WAY DESIGNATED AS PART OF THE WORK ZONE AREA.
5. CONTRACTOR IS TO MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE THE PROJECT SITE AR TO BE REMOVED PROMPTLY.
6. TOOLS REMOVED FROM ANY NOT UNDER ANY CIRCUMSTANCE WASHOUT IN THE UTILITY TRENCHES. CONTRACTOR IS TO PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND MUST REMOVE ALL WASHOUT AND SPOILS FROM THE MEASURES AS NEEDED DURING STORM EVENTS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF THE ENGINEER IF AT ANY TIME THE ENGINEER BELIEVES THE EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE CONDITIONS THAT EXIST.
7. AND MUST REMOVE ALL WASHOUT AND SPOILS FROM THE PROJECT SITE.
8. ENGINEER BELIEVES THE EXISTING AREA SHOWN IN THE PLANS TO BE DISTURBED PRIOR TO STATING CONSTRUCTION.
9. CONSTRUCTION ACTIVITY.
10. INSTALL EROSION CONTROL BLANKETS OVER ANY SIDE SLOPE DISTURBED DURING CONSTRUCTION THAT IS NOT LOCATED WITHIN EXISTING CONCRETE SURFACE AREA.

PACKET 4296 May 23, 2023

APPROXIMATELY 66.0 X 25.0'

MATCHES EXISTING CHANNEL SURFACE GRADES AND SIDE-SLOPES

APPROVED AS NOTED
CITY OF MIDLAND ENGINEER
04.18.2023

Westwood
1 s t Story Creek Way, Suite 110
Austin, Texas 78746
Phone (512)305-8300
westwoodps.com
Westwood Professional Services, Inc.

MIDLAND Engineering Services

STATE OF TEXAS
MARK L. MILLER
135378
LICENSED PROFESSIONAL ENGINEER
1/15/2022

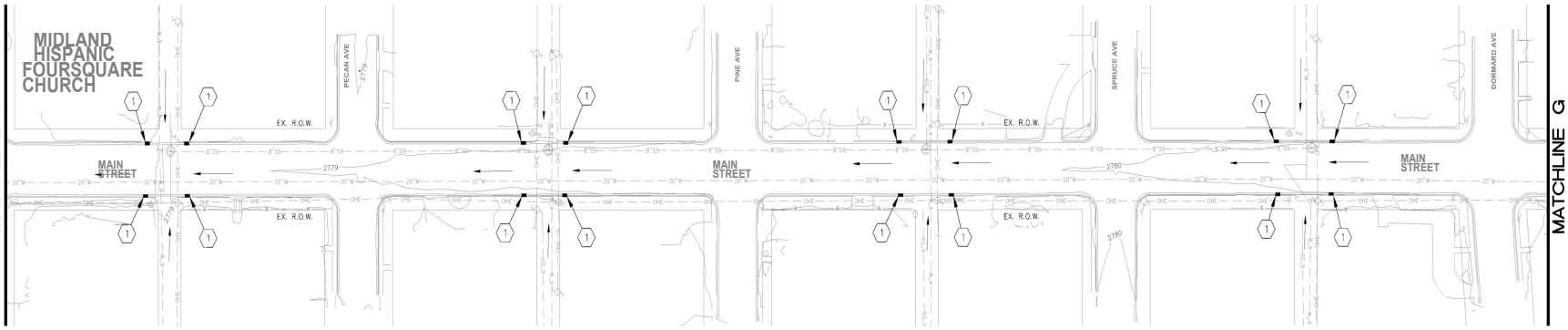
NO.	DATE	REVISIONS	BY

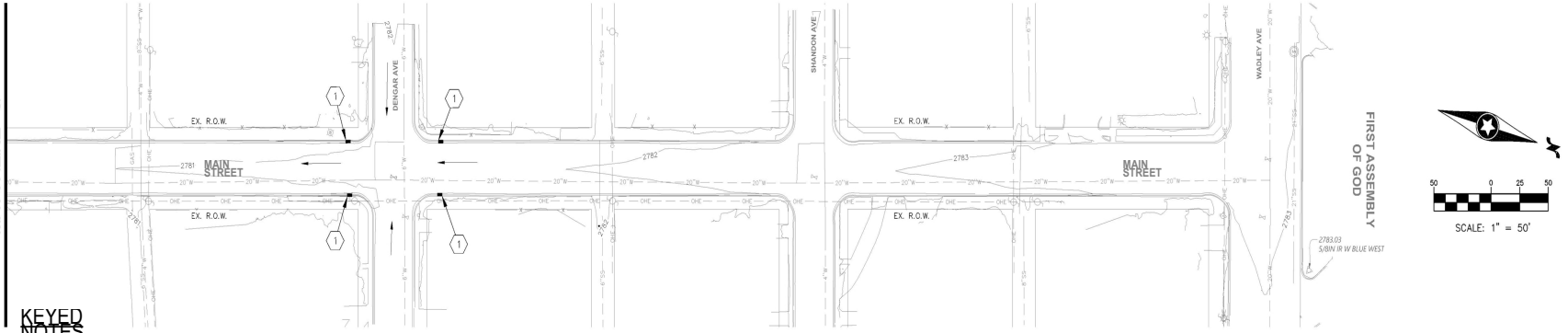
MAIN STREET UTILITIES
CITY OF MIDLAND
EROSION CONTROL

JOB NO.:	28221.01
DATE:	JANUARY 2022
DESIGN:	IHW
DRAWN:	IHW
CHECKED:	MLM

SHEET
C-10

File: N:\0028221.01\1 project data\Civil\28221.01 EROSION CONTPLN.dwg





KEYED NOTES

1. PLACE SAND BAGS IN GUTTER FLOWLINE UPSTREAM OF CURB OPENING AND AT THE LIMITS OF THE WORK ZONE AREA.
2. LOCATE CONCRETE WASHOUT WITHIN PROJECT AREA AND SHIFT AS NECESSARY FOR CONSTRUCTION ACTIVITY. ALL WASHOUT AND OTHER SPOILS AREAS SHALL HAVE EROSION CONTROL BMPS.
3. INSTALL EROSION CONTROL ROCK FILTER DAMS ACROSS DRAINAGE CHANNEL DOWNSTREAM OF CONSTRUCTION AREA.
4. PLACE 6" CONCRETE RIPRAP, CLASS C, 3600 PSI, WITH 3-LBS/CY PLYETHYLENE MACRO FIBER REINFORCEMENT ON SIDE SLOPES AND CHANNEL BOTTOM.
5. PLACE SAND BAGS, FILTER SOCKS, OR EQUIVALENT ACROSS CURB OPENINGS TO CHANNEL WHILE WORKING IN VICINITY OF INTERSECTION ON EITHER SIDE OF CURB INLET.

EROSION CONTROL NOTES:

1. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON PROJECT SITE.
2. ALL REQUIRED INITIAL EROSION CONTROL MEASURES (ECM) ARE SHOWN IN THE PLANS. PLACE EROSION CONTROL MEASURES ADJACENT TO THE LOCALIZED AREA OF CONSTRUCTION. REMOVE UNNECESSARY ECMs WHEN STABILIZATION HAS BEEN COMPLETED OR AS REQUIRED.
3. EROSION CONTROL MEASURES TO BE MAINTAINED AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES ARE TO MADE IMMEDIATELY UPON DISCOVERY THAT SUCH REPAIRS ARE NEEDED. ALL EROSION CONTROL MEASURES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY AND MAINTAINED FOLLOWING ANY STORM EVENT.
4. MAINTAIN ALL HAUL ROUTES AND EXISTING NEW YORK AVENUE RIGHT-OF-WAY DESIGNATED AS PART OF THE WORK ZONE AREA.
5. CONTRACTOR IS TO MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE THE PROJECT SITE AR TO BE REMOVED PROMPTLY.
6. CONCRETE WASHOUT UNDER ANY CIRCUMSTANCE IS PROHIBITED IN THE UTILITY TRENCHES. CONTRACTOR IS TO PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND MUST REMOVE ALL WASHOUT AND SPOILS FROM THE PROJECT SITE.
7. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF THE ENGINEER IF AT ANY TIME THE ENGINEER BELIEVES THAT EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE CONDITIONS AT THE SITE.
8. ENGINEER RESERVES THE RIGHT TO LIMIT THE AREA OF CONSTRUCTION ACTIVITY AT ANY TIME AS NECESSARY TO CONTROL EROSION.
9. CONTRACTOR SHALL INSTALL EROSION CONTROL BLANKETS OVER ANY SIDE SLOPE DISTURBED DURING CONSTRUCTION THAT IS NOT LOCATED WITHIN EXISTING CONCRETE SURFACE AREA.

VEGETATION SEEDING AND WATERING

1. THIS REFERS TO ALL PORTIONS OF SCHARBAUER DRAW DISTURBED BY CONSTRUCTION ACTIVITY FOR THIS PROJECT.
2. REVEGETATE ALL AREAS AND SURFACES DISTURBED BY ANY CONSTRUCTION ACTIVITY THAT ARE SCHEDULED TO REMAIN NATURAL REGARDLESS OF WHETHER OR NOT THEY ARE WITHIN APPROVED PROJECT SITE OR WORK ZONE. NATURAL SURFACES ARE THOSE [illegible] DISTURBED BY CONSTRUCTION.
3. [illegible] LAYER OF VEGETATION AND TOPSOIL [illegible] DURING CONSTRUCTION.
4. AFTER CONSTRUCTION, PLACE SAVED VEGETATION AND TOPSOIL EVENLY ACROSS ENTIRE DISTURBED AREA AND RAKE SMOOTH. ADD ADDITIONAL TOPSOIL MATERIAL OF EQUAL OR BETTER QUALITY THAN ORIGINAL MATERIAL IF NECESSARY TO OBTAIN 4" TOPSOIL THICKNESS THROUGHOUT.
5. TOPSOIL AREAS IMPACTED TO A DEPTH OF FOUR INCHES (4") BELOW FINISHED GRADE (INCLUDING SOD AND SOIL).
6. UNIFORMLY DISTRIBUTE SEEDS AS HEREIN SPECIFIED ON PLANS AND SPECIFICATIONS.
7. IN ALL AREAS TO BE DRILL SEEDED, USE A PASTURE OR RANGELAND TYPE DRILL SEED.
8. [illegible] SEED PLANTING OPERATIONS BEGIN, FURNISH SEED TO [illegible] SEED SUPPLIER.
9. SEED TAGS MUST SHOW PERCENT PURITY, PERCENT GERMINATION, AND DATE SEED WAS HARVESTED. SUBMIT SEED TAGS TO PROJECT ENGINEER FOR VERIFICATION OF WATER EQUIVALENT TO A MINIMUM UNIFORM WATER VOLUME PER ACRE RATES OF 0.2-INCHES (0.2") FOR ENTIRE DISTURBED AREA AT A RATE OF NO LESS THAN ONCE (1) A DATE FOR TEN (10) CONSECUTIVE DAYS AFTER PLACEMENT AND SEEDING.
10. [illegible]
11. PROVIDE SEED MIXTURES LISTED AT APPROPRIATE RATES DURING SPECIFIED SEASON:

A) SEED MIX 1 (ALING) 20 LBS P.L.S. / ACRE, WHEN SEEDING BETWEEN OCTOBER AND FEBRUARY:

VARIETY	LBS. P.L.S. / ACRE
RYEGRASS (ANNUAL)	6.0
WESTERN WHEATGRASS	2.0
SIDEOATS GRAMA	2.0
KLEINGRASS	1.5
BRISTLEGRASS	1.5
BLUE GRAMA	0.5
BUFFALO GRASS	2.0
GREEN [illegible]	1.0

B) SEED MIX 2 (ALING) 20 LBS P.L.S. / ACRE, WHEN SEEDING BETWEEN MARCH AND SEPTEMBER:

VARIETY	LBS. P.L.S. / ACRE
MILL [illegible]	4.0
SIDEOATS GRAMA	3.0
KLEINGRASS	3.0
BRISTLEGRASS	3.0
BLUE GRAMA	1.0
BUFFALO GRASS	4.0
GREEN [illegible]	2.0

C) IF SPECIFIED GRASS VARIETY IS NOT AVAILABLE, SUBMIT AVAILABLE SUBSTITUTION TO PROJECT ENGINEER FOR APPROVAL. PERMISSION FOR SUBSTITUTION WILL ONLY BE GRANTED AFTER PROJECT ENGINEER IS SATISFIED THAT SPECIFIED GRASS VARIETIES ARE NOT AVAILABLE. DELIVER ALL FERTILIZER IN BAGS OR CONTAINERS CLEARLY LABELED SHOWING BAG ANALYSIS. PREFERRED ANALYSIS IS 18-3-4. APPLY FERTILIZER AT RATE THAT ACHIEVES NO LESS THAN 100 LBS N2 / ACRE. APPLY FERTILIZER IN CONJUNCTION WITH SEEDING.

CITY OF MIDLAND APPROVED 04.18.2023 ENGINEERING

APPROVAL TO CONSTRUCT CITY INFRASTRUCTURE

This issuance or granting of this APPROVAL does not do construct to be an authorization for any violation of any of the provisions of the City of Midland Code of Ordinances, Standard Specifications, or of any other ordinances or adopted policy of the City of Midland (jurisdiction). APPROVALS presuming to give authority to violate or cancel the provisions of the City of Midland Code of Ordinances, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland (jurisdiction) or other governmental agency are void. Any and all deviations from the construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Standards, or the provisions of the City Standard Details & Specifications, or in violation of any other policy of the City of Midland jurisdiction.

STATE OF TEXAS MARK L. MILLER 135378 LICENSED PROFESSIONAL ENGINEER 1/15/2022

PLACEHOLDER 4.297 May 23, 2023

Westwood
Westwood Professional Services, Inc.
TBPELS FIRM NO. 10193900 | TBPLS FIRM NO. 101776

MIDLAND Engineering Services

NO.	DATE	REVISIONS	BY

MAIN STREET UTILITIES
CITY OF MIDLAND
EROSION CONTROL

JOB NO.:	28221.01
DATE:	JANUARY 2022
DESIGN:	IHW
DRAWN:	IHW
CHECKED:	MLM

SHEET C-11

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MASTER PLAN NOTES

A) ALL NEW WATER MAINS TO MAINTAIN A MINIMUM COVER OF 3.5' FROM EXISTING SURFACE, AND A MINIMUM VERTICAL SEPARATION OF 2.0' ABOVE EXISTING WASTEWATER MAINS, GAS LINES, AND OTHER UTILITY LINES UNLESS SPECIFICALLY NOTED OTHERWISE.

B) ALL NEW WATER VALVES TO BE LOCATED ADJACENT TO CROSS OR TEE FITTINGS UNLESS SPECIFICALLY NOTED OTHERWISE.

C) ALL NEW WATER MAINS ARE GENERALLY PARALLEL TO AND 8' FROM BACK OF CURB ALONG N. MAIN ST.

D) ALL SEPARATION DIMENSIONS BETWEEN NEW AND EXISTING UTILITIES ARE APPROXIMATE.

E) RECORDED WATER MAIN SHEETS WHERE 8" ARE TO CONNECT TO EXISTING WATER STUBS REGARDLESS OF DIMENSIONS SHOWN.

PROJECT VICINITY MAP
(NOT TO SCALE)

APPROVED
04.18.2023

PACKET 4.298 May 23, 2023

NO. | DATE | REVISIONS | BY

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MIDLAND Engineering Services

STATE OF TEXAS
MARK L. MILLER
135378
LICENSED PROFESSIONAL ENGINEER
1/15/2022

MAIN STREET UTILITIES
CITY OF MIDLAND
WATER MAIN MASTER PLAN

JOB NO.:	28221.01
DATE:	JANUARY 2022
DESIGN:	IHW
DRAWN:	IHW
CHECKED:	MLM

SHEET C-12

File: N:\Projects\28221.01\project data\Civil\28221.01 MASTER PLAN.dwg



NOTE STATION EQUATION: STA 20+72 = 10+00 AT KANSAS AVE

3/7/20
22

CONSTRUCTION NOTES:
1. ALL WATER LATERALS AND METERS TO BE 1" UNLESS OTHERWISE NOTED.
2. WATER SERVICE LATERALS TO BE REPLACED ARE TYPICALLY ± 18' TO THE EAST OF MAIN ST.

KEYED NOTES

MAIN-A1 STA 10+00:
BEGIN
[illegible]
[illegible]
CONNECT TO EXISTING 8" WATER MAIN
WATER MAIN
MAIN-A1 STA 13+08
FIBER OPTIC CABLE CROSSING
EXISTING FIBER OPTIC CABLE TO BE RELOCATED BY OTHERS
MAINTAIN MIN 2' VERTICAL SEPERATION BETWEEN WATER MAIN AND FIBER OPTIC CABLE
[illegible] INV: 2,767.1'
(3.9' DEPTH)
PROP FIBER INV:2764.5'

MAIN-A1 STA 13+57.82:
[illegible] WATER MAIN
CROSSING
MAIN CROSSING
MAINTAIN MIN 2' VERTICAL SEPERATION BETWEEN WATER MAIN AND WASTEWATER MAIN
EXCEEDING 2,766.6'
EXCEEDING 2,771'
WASTEWATER MAIN TOP OF PIPE: 2,762.8'
[illegible] MICHIGAN
STA 1+59.97
[illegible]"X8" CROSS (MJ X MJ)
[illegible] GATE VALVE
(MJ X FL)
1 - 8" HYDRANT ASSEMBLY
1 - 8"X6" TEE (MJ X FL)
1 - 6" GATE VALVE (MJ X FL)
14' - 6' FIRE LATERAL
(C-900 PVC)

MAIN-A1 STA 16+97.26:
CONNECT TO EXISTING 20" WATER MAIN
N: 10696767.9711
E: 8[illegible]
[illegible] GATE VALVE
(MJ X MJ)
1 - 8" GATE VALVE
(MJ X FL)
1 - 20"X8" REDCUER
(MJ X MJ)
SPEED RAIL ON
[illegible] 2,766.6'

04.12.2023

PACKET 4.299 May 23, 2023

CONTRACTOR TO FIELD VERIFY ALL WATER SERVICE AND WATER METER LOCATIONS. ALL WATER SERVICES AND METERS ARE TO BE REPLACED DURING CONSTRUCTION.

MAIN STREET

NOTE STATION EQUATION: STA 20+72 = 10+00 AT KANSAS AVE

MAIN "A-2"

STA. 10+00.00 TO STA. 18+00.00

SCALE: 1" = 50' HORIZ.
1" = 5' VERT.

@ ℄

KEYED NOTES

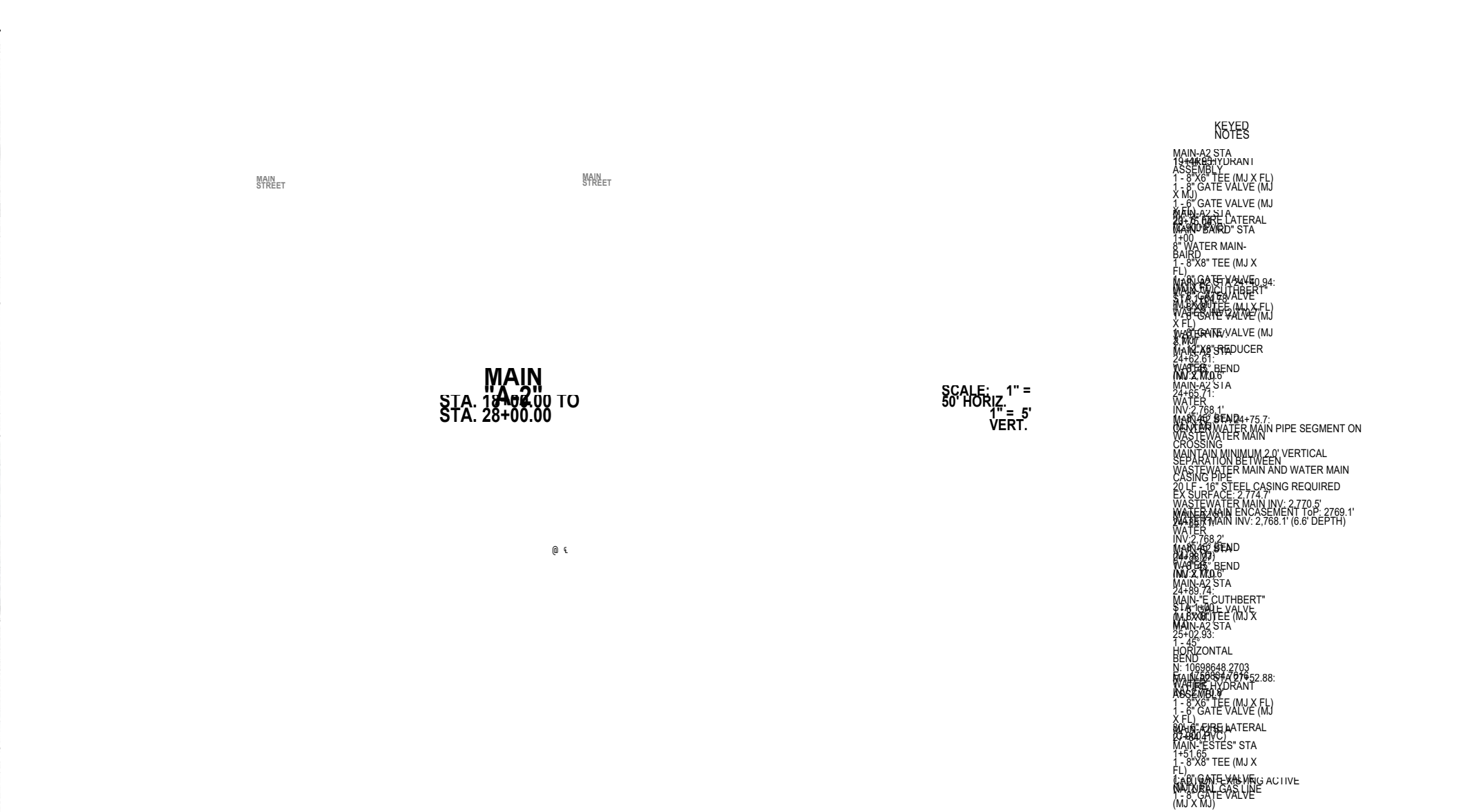
MAIN-A2 STA 10+00:
MAIN-KANSAS STA 1+58.75
N: 10697145.4081
E: 1756818.7685
WATER INV: 2,767.9'
1 - 8"X8" CROSS (MJ X MJ)
3 - 8" GATE VALVE (MJ X MJ)
1 - 8" 22.5° HORIZONTAL BEND (MJ X MJ)
MAIN-A2 STA 14+88:
1 - 8" 22.5° HORIZONTAL BEND (MJ X MJ)
MAIN-A2 STA 14+88:
FIELD BEND
MAIN-A2 STA 15+47.37:
MAINTAIN MINIMUM 5' SEPARATION FROM WASTEWATER MAIN
1 - FIRE HYDRANT ASSEMBLY
1 - 8"X6" TEE (MJ X FL)
14' 6" GATE VALVE (MJ X FL)
(C-900 PVC)
MAIN-A2 STA 15+68:
VERTICAL FIELD BEND
MAIN-A2 STA 16+29:
VERTICAL FIELD BEND
MAIN-A2 STA 15+53.87:
WASTEWATER MAIN
SEPARATION BETWEEN WASTEWATER MAIN AND WATER MAIN
WATER MAIN
EXISTING WATER MAIN INV: 2,763.8'
WATER MAIN
ENCASEMENT ToP: 2766.2'
WATER MAIN INV: 2,765.2'
NATURAL GAS LINE
8' HORIZONTAL SEPARATION (TYP)

CONSTRUCTION NOTES:
1. ALL WATER LATERALS AND METERS TO BE 1" UNLESS OTHERWISE NOTED.
2. WATER SERVICE LATERALS TO BE REPLACED ARE TYPICALLY 10' TO THE EAST OF MAIN ST AND ±32' TO THE WEST
3. STA 12+93 WATER SERVICE LATERAL AT STA. 12+937 IS 16' LONG.

04.10.2023

PACKET 4.300 May 23, 2023

CONTRACTOR TO FIELD VERIFY ALL WATER SERVICE AND WATER METER LOCATIONS. ALL WATER SERVICES AND METERS ARE TO BE REPLACED DURING CONSTRUCTION.



MAIN STREET

MAIN STREET

MAIN "A-2"

STA. 18+04.00 TO STA. 28+00.00

SCALE: 1" = 50' HORIZ.
1" = 5' VERT.

KEYED NOTES

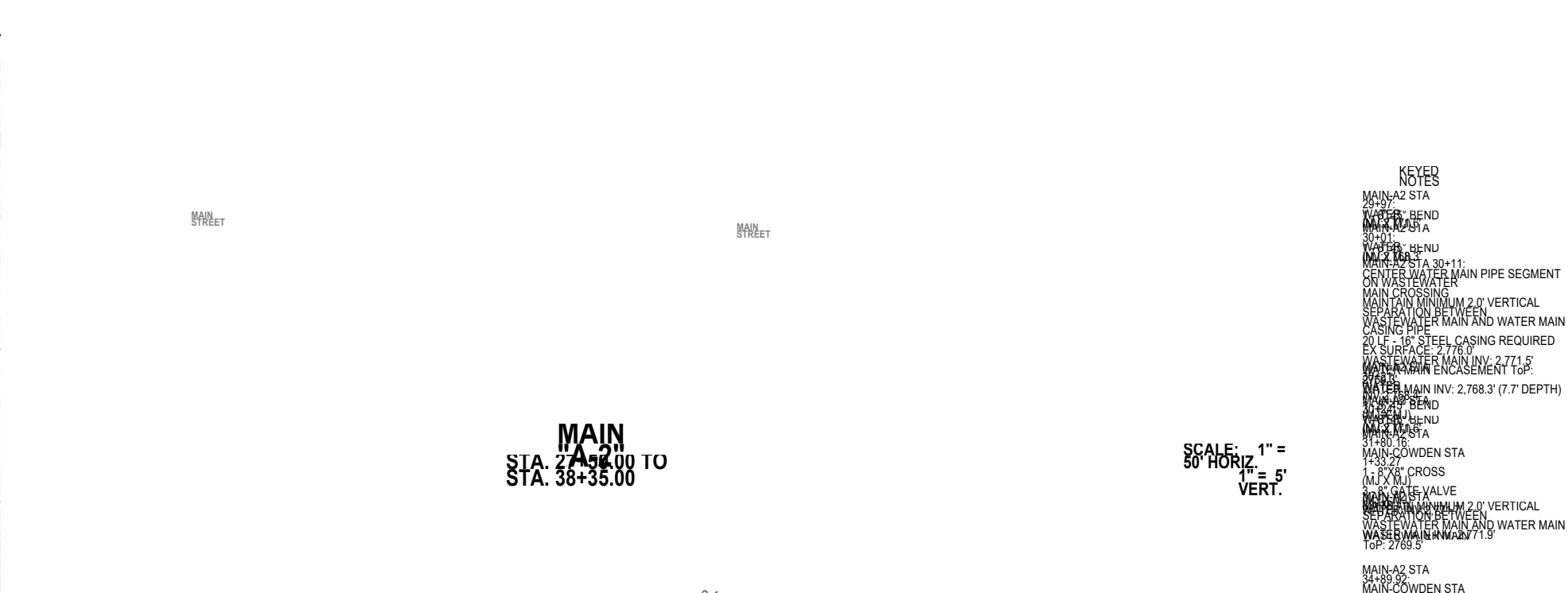
MAIN-A2 STA 19+44.95: HYDRANT ASSEMBLY
1 - 8"X6" TEE (MJ X FL)
1 - 8" GATE VALVE (MJ X MJ)
1 - 6" GATE VALVE (MJ X FL)
20 - 6" PIPE LATERAL
MAIN-A2 STA 1+00
8" WATER MAIN-BAIRD
1 - 8"X8" TEE (MJ X FL)
1 - 8" GATE VALVE
MAIN-A2 STA 24+50.94: MAIN-"E CUTHBERT" STA 1+64.78
1 - 8"X8" TEE (MJ X FL)
1 - 8" GATE VALVE (MJ X FL)
1 - 8" GATE VALVE (MJ X FL)
2 - 90°
MAIN-A2 STA 24+62.61: WATER
1 - 8"X6" REDUCER (MJ X MJ)
MAIN-A2 STA 24+65.71: WATER
INV: 2,768.1'
1 - 45° BEND (MJ X MJ)
MAIN-A2 STA 24+75.7: CENTER OF WATER MAIN PIPE SEGMENT ON WASTEWATER MAIN CROSSING
MAINTAIN MINIMUM 2.0' VERTICAL SEPARATION BETWEEN WASTEWATER MAIN AND WATER MAIN
CASING PIPE
20 LF - 16" STEEL CASING REQUIRED
EX SURFACE: 2,774.7'
WASTEWATER MAIN INV: 2,770.5'
WATER MAIN ENCASEMENT ToP: 2769.1'
WATER MAIN INV: 2,768.1' (6.6' DEPTH)
MAIN-A2 STA 24+85.2: WATER
INV: 2,768.2'
1 - 45° BEND (MJ X MJ)
MAIN-A2 STA 24+89.74: MAIN-"E CUTHBERT" STA 1+90.1
1 - 8"X8" TEE (MJ X FL)
MAIN-A2 STA 25+02.93:
1 - 45° HORIZONTAL BEND
N: 10698648.2703
E: 1726984.4079
MAIN-A2 STA 25+52.88: WATER HYDRANT ASSEMBLY
1 - 8"X6" TEE (MJ X FL)
1 - 6" GATE VALVE (MJ X FL)
20 - 6" PIPE LATERAL
20 - 8" (PVC)
MAIN-"ESTES" STA 1+51.65
1 - 8"X8" TEE (MJ X FL)
1 - 8" GATE VALVE
CAUTION: EXISTING ACTIVE NATURAL GAS LINE
1 - 8" GATE VALVE (MJ X MJ)

CONSTRUCTION NOTES:

1. ALL WATER LATERALS AND METERS TO BE 1" UNLESS OTHERWISE NOTED.
2. WATER SERVICE LATERALS TO BE REPLACED ARE TYPICALLY ± 30' LONG TO THE WEST OF MAIN ST.
3. ALL WATER METERS BETWEEN CUTHBERT AVENUE AND ESTES AVENUE ON WEST SIDE OF MAIN STREET ARE NEW AND ARE TO REMAIN.
4. ALL WATER METERS BETWEEN CUTHBERT AVENUE AND ESTES AVENUE ON EAST SIDE OF MAIN STREET ARE TO BE REPLACED.
5. LATERALS TO BE REPLACED AS NEEDED TO CONNECT ANY SERVICE LATERALS AND CONNECT TO NEW 8" WATER MAIN IN MAIN STREET.

CONTRACTOR TO FIELD VERIFY ALL WATER SERVICE AND WATER METER LOCATIONS. ALL WATER SERVICES AND METERS ARE TO BE REPLACED DURING CONSTRUCTION.

04.18.2023



MAIN STREET

MAIN STREET

MAIN "A-2"

STA. 27+50.00 TO STA. 38+35.00

@ ℄

SCALE: 1" = 50' HORIZ. 1" = 5' VERT.

KEYED NOTES

MAIN-A2 STA 29+97:
WATER BEND
(MJ X MJ)
MAIN-A2 STA 30+01:
WATER BEND
(MJ X MJ)
MAIN-A2 STA 30+11:
CENTER WATER MAIN PIPE SEGMENT ON WASTEWATER MAIN CROSSING
MAINTAIN MINIMUM 2.0' VERTICAL SEPARATION BETWEEN WASTEWATER MAIN AND WATER MAIN
CASING PIPE
20 LF - 16" STEEL CASING REQUIRED
EX SURFACE: 2,776.0'
WASTEWATER MAIN INV: 2,771.5'
WATER MAIN ENCASEMENT ToP: 2769.5'
WATER MAIN INV: 2,768.3' (7.7' DEPTH)
MAIN-A2 STA 31+24.00:
WATER BEND
(MJ X MJ)
MAIN-A2 STA 31+80.16:
MAIN-COWDEN STA 1+33.27
1 - 8"X8" CROSS
(MJ X MJ)
3 - 8" GATE VALVE
MAIN-A2 STA 34+89.92:
MAIN-COWDEN STA 1+32.38
1 - 8"X8" CROSS
(MJ X MJ)
3 - 8" GATE VALVE
MAIN-A2 STA 34+89.92:
WASTEWATER MAIN CROSSING
MAINTAIN MINIMUM 2.0' VERTICAL SEPARATION BETWEEN WASTEWATER MAIN AND WATER MAIN
WASTEWATER MAIN INV: 2,772.0'
ToP: 2768.8'

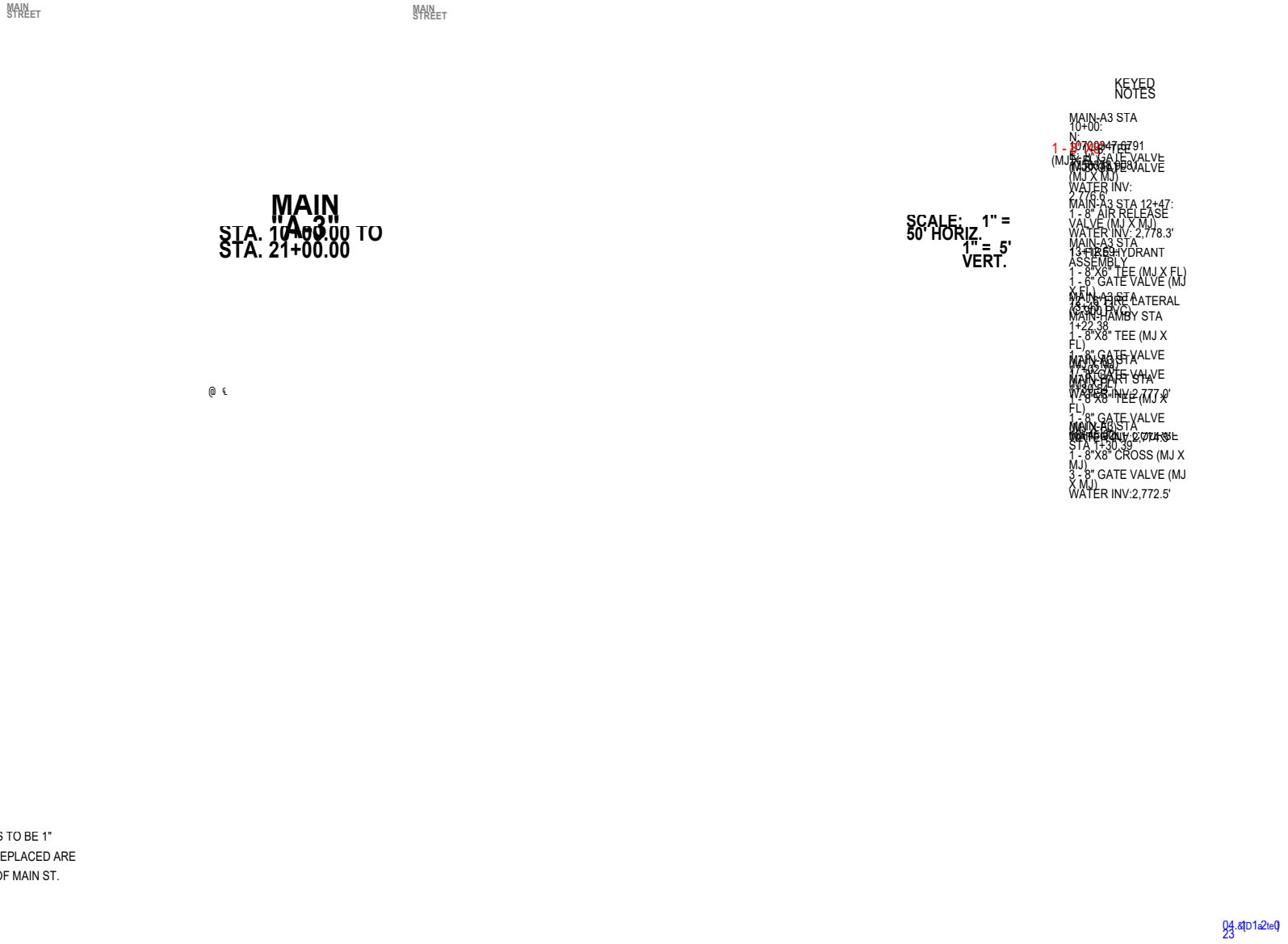
MAIN-A2 STA 37+87.93:
MAIN-PARKER STA 3+00:
1 - 20" HORIZONTAL GATE VALVE & VAULT, N (C900 X MJ)
20 LF 20" WATER MAIN, N (C900 PVC)
12 LF 20" WATER MAIN, W (C900 PVC)
1 - 20" 90° HORIZONTAL BEND, W (MJ X MJ)
CONNECT TO 20" WATER MAIN, W
1 - 20"X16" REDUCER, E (MJ X MJ)
CONNECT TO 16" WATER MAIN, E
MAIN-A2 STA 38+22:
WATER INV: 2,772.2'
MAIN-A2 STA 38+29:
CONNECT TO 20" WATER MAIN
N: 10699929.7062
E: 1756465.9614
1 - 20" 11.25° HORIZONTAL BEND" (MJ X MJ)
WATER INV:2,772.2'

CONSTRUCTION NOTES:
1. ALL WATER LATERALS AND METERS TO BE 1" UNLESS OTHERWISE NOTED.
2. WATER SERVICE LATERALS AT STA 35+86 IS 11' LONG
3. WATER SERVICE LATERAL AT STA. 36+71 IS 19' LONG

04.8.2023

PACKET 4.302 May 23, 2023

CONTRACTOR TO FIELD VERIFY ALL WATER SERVICE AND WATER METER LOCATIONS. ALL WATER SERVICES AND METERS ARE TO BE REPLACED DURING CONSTRUCTION.



MAIN STREET

MAIN STREET

MAIN "A-3"

STA. 10+00.00 TO STA. 21+00.00

SCALE: 1" = 50' HORIZ. 1" = 5' VERT.

KEYED NOTES

MAIN-A3 STA 10+00:
1 - 8" X8" TEE (MJ X MJ)
1 - 8" GATE VALVE (MJ X MJ)
WATER INV: 2,776.6'
MAIN-A3 STA 12+47:
1 - 8" AIR RELEASE VALVE (MJ X MJ)
WATER INV: 2,778.3'
MAIN-A3 STA 13+12:
1 - 8" FIRE HYDRANT ASSEMBLY
1 - 8"X6" TEE (MJ X FL)
1 - 6" GATE VALVE (MJ X FL)
MAIN-A3 STA 13+30:
1 - 8" FIRE LATERAL (3-30 BVC)
MAIN-HAMBY STA 1+22.38
1 - 8"X8" TEE (MJ X FL)
1 - 8" GATE VALVE (MJ X MJ)
MAIN-A3 STA 17+30:
1 - 8" GATE VALVE (MJ X FL)
MAIN-EAST STA 1+30.39
WATER INV: 2,777.0'
1 - 8"X8" TEE (MJ X FL)
1 - 8" GATE VALVE (MJ X MJ)
MAIN-A3 STA 1+30.39
1 - 8"X8" CROSS (MJ X MJ)
3 - 8" GATE VALVE (MJ X MJ)
WATER INV:2,772.5'

CONSTRUCTION NOTES:
1. ALL WATER LATERALS AND METERS TO BE 1" UNLESS OTHERWISE NOTED.
2. WATER SERVICE LATERALS TO BE REPLACED ARE TYPICALLY ± 40' TO THE EAST OF MAIN ST AND ± 10' TO THE WEST OF MAIN ST.

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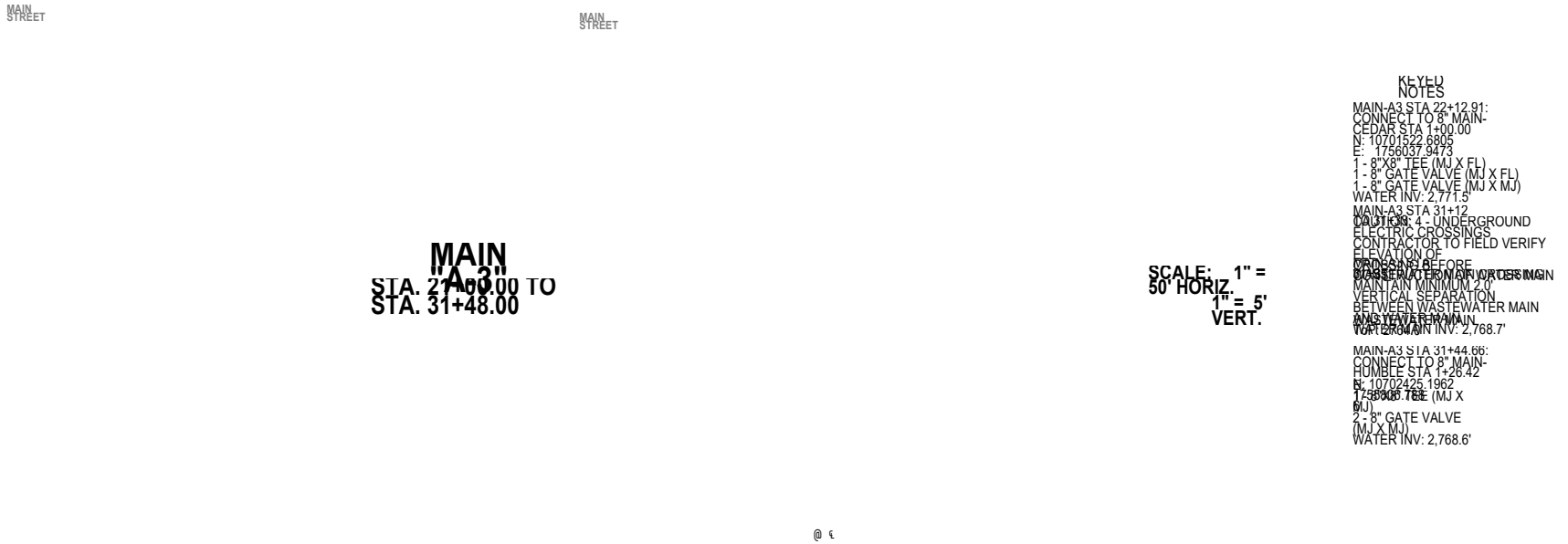
23

PACKET 4.303 May 23, 2023

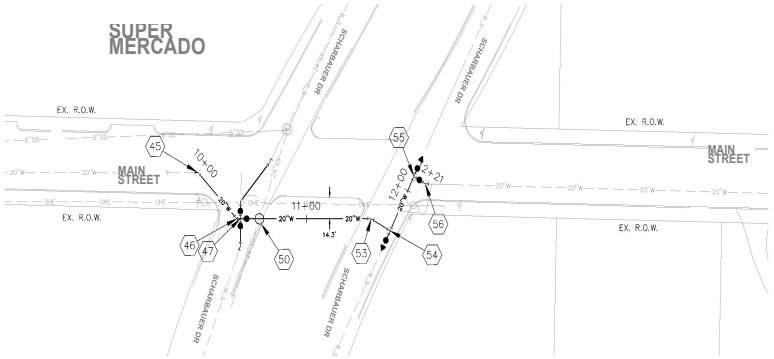
CONTRACTOR TO FIELD VERIFY ALL WATER SERVICE AND WATER METER LOCATIONS. ALL WATER SERVICES AND METERS ARE TO BE REPLACED DURING CONSTRUCTION.

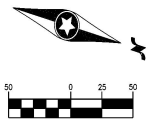


CONSTRUCTION NOTES:

1. ALL WATER LATERALS TO BE 1" UNLESS OTHERWISE NOTED.
2. WATER SERVICE LATERALS TO BE REPLACED ARE TYPICALLY ± 35' TO THE EAST OF MAIN ST AND ± 16' TO THE WEST OF MAIN ST.

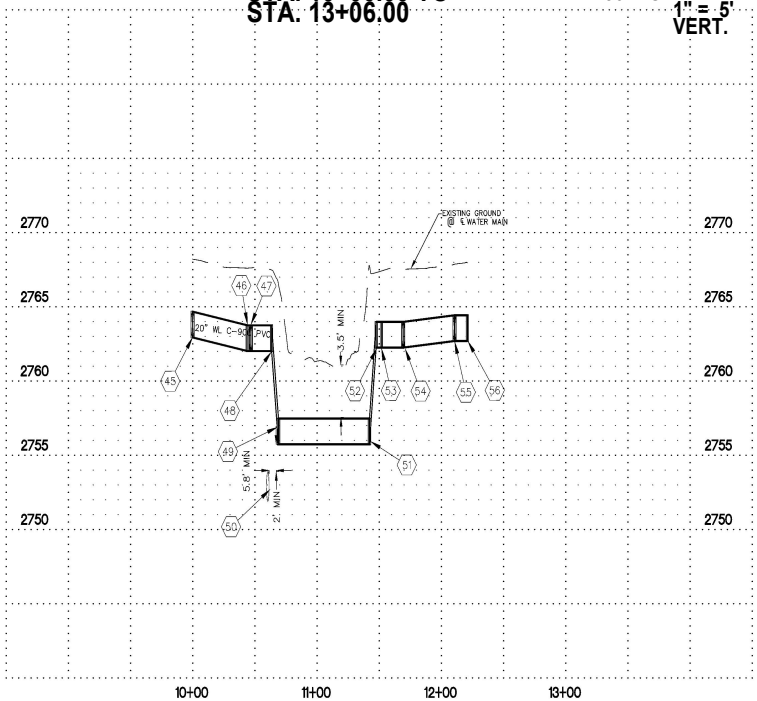
CONTRACTOR TO FIELD VERIFY ALL WATER SERVICE AND WATER METER LOCATIONS. ALL WATER SERVICES AND METERS ARE TO BE REPLACED DURING CONSTRUCTION.





MAIN "B"
STA. 10+00.00 TO STA. 13+06.00

SCALE: 1" = 50' HORIZ.
1" = 5' VERT.



KEYED NOTES

45 MAIN-B STA 10+00:
CONNECT TO EXISTING 20" WATER MAIN
N: 10702674.7457
E: 1756760.943
1 - 20" HORIZONTAL BEND (MJ X MJ)
1 - 20" GATE VALVE (MJ X MJ)

46 MAIN-B STA 10+44.01:
1 - 20" 45° HORIZONTAL BEND (MJ X MJ)
N: 10702713.1022
E: 1755782.5159
WATER INV: 2,762.75'

47 MAIN-B STA 10+57.26:
1 - 20" CROSS CONNECTION (MJ X MJ)
1 - 20" HORIZONTAL GATE VALVE (MJ X MJ)
2 - 6" GATE VALVE (MJ X MJ)
1 - 6" 45° HORIZONTAL BEND (MJ X MJ)
1 - 6" 22.5° HORIZONTAL BEND (MJ X MJ)

48 MAIN-B STA 10+82.00:
1 - 20" 45° VERTICAL BEND (MJ X MJ)
WATER INV: 2,756.5'

49 MAIN-B STA 10+82.25:
1 - 20" 45° VERTICAL BEND (MJ X MJ)
WATER INV: 2,756.5'

50 MAIN-B STA 10+82.50:
WATER MAIN CROSSING
MAINTAIN 2' VERTICAL SEPERATION BETWEEN WATER MAIN AND WASTEWATER MAIN
EX SURFACE: 2,767.5'
WATER MAIN INV: 2,756.5'

51 MAIN-B STA 11+13.31:
WASTEWATER MAIN ToP: 2,764.5'
1 - 20" 45° VERTICAL BEND (MJ X MJ)
WATER INV: 2,756.5'

52 MAIN-B STA 11+47.87:
1 - 20" 45° VERTICAL BEND (MJ X MJ)
WATER INV: 2,762.0'

53 MAIN-B STA 11+51.96:
1 - 20" 45° HORIZONTAL BEND (MJ X MJ)
N: 10702817.0588
E: 1755753.4378
WATER INV: 2,762.0'

54 MAIN-B STA 11+89.42:
1 - 20"X6" TEE CONNECTION (MJ X MJ)
1 - 6" GATE VALVE (MJ X MJ)
1 - 20"X6" REDUCER (MJ X MJ)
TIE TO EXIST WATER MAIN
WATER INV: 2,762.0'

55 MAIN-B STA 12+10.22:
1 - 20" TEE CONNECTION (MJ X FL)
1 - 20" GATE VALVE (MJ X FL)
1 - 6" GATE VALVE (MJ X MJ)
1 - 20"X6" REDUCER (MJ X MJ)
EST 13 LF 6" C-900 PVC TIE TO EXIST WATER MAIN
WATER INV: 2,762.32'

56 MAIN-B STA 12+23.22:
CONNECT TO EXISTING WATER MAIN
N: 10702852.8579
E: 1755718.9110
1 - 20" 22.5° BEND (MJ X MJ)
WATER INV: 2,762.7'

CONTRACTOR TO FIELD VERIFY ALL WATER SERVICE AND WATER METER LOCATIONS. ALL WATER SERVICES AND METERS ARE TO BE REPLACED DURING CONSTRUCTION.

NO.	DATE	REVISIONS	BY

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TBPELS Firm Registration #10194

MIDLAND Engineering Services

STATE OF TEXAS
MARK L. MILLER
135378
LICENSED PROFESSIONAL ENGINEER
1/15/2022

APPROVED
CITY OF MIDLAND ENGINEER
04.18.2023

MAIN STREET UTILITIES
CITY OF MIDLAND
WATER MAIN PLAN & PROFILE LINE B

JOB NO.:	28221.01
DATE:	JANUARY 2022
DESIGN:	IHW
DRAWN:	IHW
CHECKED:	MJM

SHEET
C-19

File: N:\D28221.01\1 project data\Civil\28221.01 MAIN STREET UTILITIES.dwg

KANSAS AVE

MICHIGAN AVE

SCALE: 1" = 20' HORIZ.
1" = 4' VERT.

MAIN "MICHIGAN"
STA. 1+00.00 TO
STA. 2+01.76

MAIN "KANSAS"
STA. 1+00.00 TO
STA. 1+93.77

MAIN "BAIRD"
STA. 1+00.00 TO
STA. 1+43.54

MAIN "W CUTHBERT"
STA. 1+00.00 TO
STA. 1+64.78

CONSTRUCTION NOTES:
1. ALL WATER LATERALS TO BE 1" UNLESS OTHERWISE NOTED.

KEYED NOTES

MAIN-MICHIGAN STA 1+00:
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
1 - 8"X6" REDUCER (MJ X MJ)
CONNECT TO EXIST 6" WATER MAIN
WATER INV: 2,767.1'

MAIN-MICHIGAN STA 1+06:
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
WATER INV: 2,767.2'

MAIN-MICHIGAN STA 1+35:
EXISTING FIBER OPTIC CABLE TO BE RELOCATED BY OTHERS
MAINTAIN MIN 2' VERTICAL SEPERATION BETWEEN WATER MAIN AND FIBER OPTIC CABLE
EX SURFACE: 2,771.2'
EX FIBER INV: 2,767.1' (APPROX)
WATER MAIN INV: 2,767.3' (3.9' DEPTH)
PROP FIBER INV:2764.0'
13+37.13
SEE DETAILS ON SHEET C-13

MAIN-MICHIGAN STA 1+92:
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
WATER INV: 2,766.7'

MAIN-MICHIGAN STA 2+02:
1 - 8"X6" REDUCER (MJ X MJ)
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
CONNECT TO 6" WATER MAIN
WATER INV: 2,766.7'
E: 1756852.847
9

MAIN-KANSAS STA 1+00:
CONNECT TO EXIST 8" WATER MAIN
WATER INV: 2,768.6'
N: 10697141.9029
E: 1756759.6500

MAIN-KANSAS STA 1+25:
FIBER OPTIC CABLE CROSSING
EXISTING FIBER OPTIC CABLE TO BE RELOCATED BY OTHERS
MAINTAIN MIN 2' VERTICAL SEPERATION BETWEEN WATER MAIN AND FIBER OPTIC CABLE
EX SURFACE: 2,772.2'
EX FIBER INV: 2,768.0' (APPROX)
WATER MAIN INV: 2,768.2' (4.0' DEPTH)
PROP FIBER INV:2765.0'

MAIN-KANSAS STA 1+58.75:
MAIN-A2 STA 10+00
SEE DETAILS ON SHEET C-14

MAIN-KANSAS STA 1+79.89:
1 - FIRE HYDRANT ASSEMBLY
1 - 8"X6" TEE (MJ X FL)
1 - 6" GATE VALVE (MJ X FL)

MAIN-KANSAS STA 1+89:
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
WATER INV: 2,768.0'

MAIN-KANSAS STA 1+94:
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
CONNECT TO 8" WATER MAIN
WATER INV: 2,768.0'
N: 10697148.8963
E: 1756850.5317

MAIN-BAIRD STA 1+00=
MAIN-A2 STA 24+40.95:
SEE SHEET C-15 FOR MORE DETAIL
WATER INV: 2,770.3'

MAIN-BAIRD STA 1+09:
CAUTION:GAS LINE CROSSING
GAS LINE TO BE MOVED BY OTHERS
MAINTAIN 2' VERTICAL SEPARATION BETWEEN GAS LINE AND WATER MAIN
WATER INV: 2,770.5'
2,768.7'

MAIN-BAIRD STA 1+14:
1 - FIRE HYDRANT ASSEMBLY
1 - 8"X6" TEE (MJ X FL)
1 - 6" GATE VALVE (MJ X FL)

MAIN-BAIRD STA 1+17:
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
WATER MAIN INV: 2,770.5'

MAIN-BAIRD STA 1+44:
CONNECT TO 8" WATER MAIN
WATER INV: 2,770.6'
N: 10698506.3859
96

MAIN-CUTHBERT STA 1+00:
CONNECT TO 12" WATER MAIN
WATER INV: 2,770.4'
N: 10698585.8030
E: 1756753.2191

MAIN-CUTHBERT STA 1+06:
1 - FIRE HYDRANT ASSEMBLY
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
WATER MAIN INV: 2,770.0'

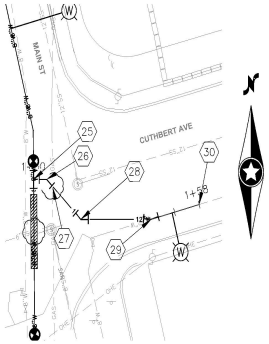
MAIN-CUTHBERT STA 1+12:
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
WATER MAIN INV: 2,770.0'

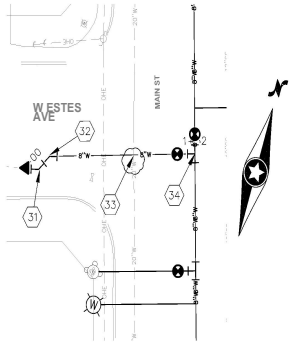
MAIN-CUTHBERT STA 1+35:
CAUTION: EXISTING 20" WATER CROSSING
MAINTAIN 2' MINIMUM VERTICAL SEPARATION
WATER INV: 2,770.3'

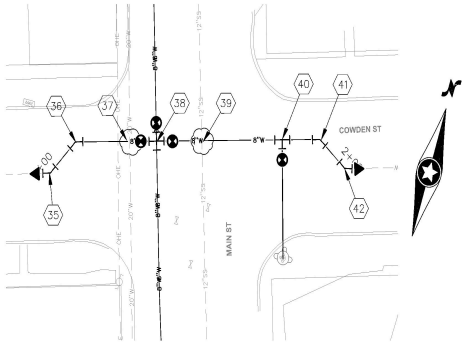
MAIN-CUTHBERT STA 1+65=
MAIN-A2 STA 24+40.90:
SEE SHEET C-15 FOR MORE DETAIL
WATER INV: 2,770.3'

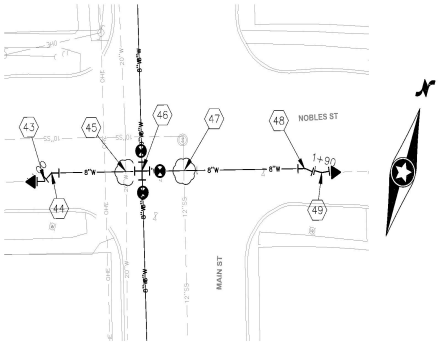
MAIN-A2 STA 1+42:
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
1 - 8" 90° HORIZONTAL BEND (MJ X MJ)
1 - 8" GATE VALVE (MJ X MJ)
CONNECT TO EXISTING TEE
WATER INV: 2,770.1'

PACKET 4.306 May 23, 2023
C-20

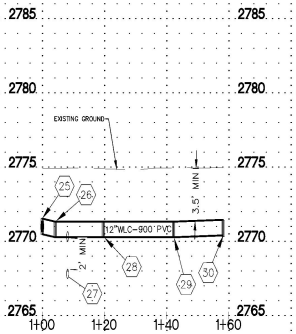




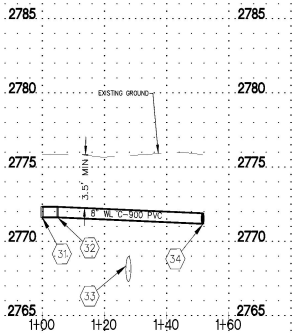




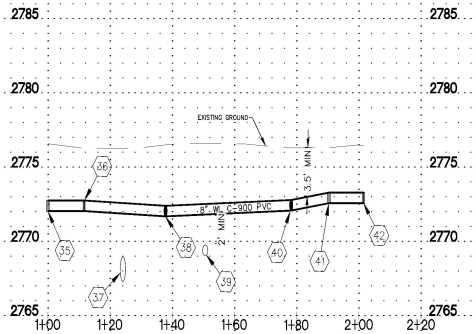
MAIN "E CUTHBERT"
STA. 1+00.00 TO STA. 1+58.20



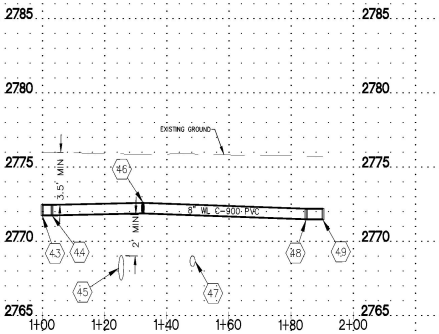
MAIN "ESTES"
STA. 1+00.00 TO STA. 1+51.75



MAIN "COWDEN"
STA. 1+00.00 TO STA. 2+01.50



MAIN "NOBLES"
STA. 1+00.00 TO STA. 1+90.27



SCALE: 1" = 20' HORIZ.
1" = 4' VERT.

CONSTRUCTION NOTES:
1. ALL WATER LATERALS TO BE 1" UNLESS OTHERWISE NOTED.

25 MAIN-CUTHBERT STA 1+00: MAIN-A2 STA 31+80.16 SEE DETAILS ON SHEET C-15

26 MAIN-CUTHBERT STA 1+05: 1 - 12" 45° HORIZONTAL BEND (MJ X MJ) WATER INV: 2,770.2'

27 MAIN-CUTHBERT STA 1+09: GAS LINE CROSSING GAS LINE TO BE MOVED BY OTHERS MAINTAIN 2 VERTICAL SEPARATION BETWEEN GAS LINE AND WATER MAIN WATER INV: 2,770.2' PROP GAS TOP: 2,768.2'

28 MAIN-CUTHBERT STA 1+20: 1 - 12" 45° HORIZONTAL BEND (MJ X MJ) WATER INV: 2,770.2'

29 MAIN-CUTHBERT STA 1+42: 1 - 12" 22.5° HORIZONTAL BEND (MJ X MJ) WATER INV: 2,770.2'

30 MAIN-CUTHBERT STA 1+58: CONNECT TO EXISTING 12" WATER MAIN WATER INV: 2,770.3' N: 6698628.32 E: 1756858.14

31 MAIN-ESTES STA 1+00: 1 - 8" 45° HORIZONTAL BEND (MJ X MJ) 1 - 8"X6" REDUCER (MJ X MJ) CONNECT TO EXIST 6" WATER MAIN WATER INV: 2,772.0'

32 MAIN-ESTES STA 1+05: 1 - 6" 45° HORIZONTAL BEND (MJ X MJ) WATER INV: 2,771.7'

33 MAIN-ESTES STA 1+28: 20' WATER MAIN CROSSING MAINTAIN MINIMUM 2.0' VERTICAL SEPARATION

34 MAIN-ESTES STA 1+51: MAIN-A2 STA 27+87.61 SEE DETAILS ON SHEET C-15

35 MAIN-COWDEN STA 1+00: 1 - 8" 45° HORIZONTAL BEND (MJ X MJ) 1 - 8"X6" REDUCER (MJ X MJ) CONNECT TO EXIST 6" WATER MAIN WATER INV: 2,772.0'

36 MAIN-COWDEN STA 1+11: 1 - 6" 45° HORIZONTAL BEND (MJ X MJ) WATER INV: 2,772.0'

37 MAIN-COWDEN STA 1+24: 20' WATER MAIN CROSSING MAINTAIN MINIMUM 2.0' VERTICAL SEPARATION

38 MAIN-COWDEN STA 1+38: MAIN-A2 STA 31+80.16 SEE DETAILS ON SHEET C-15

39 MAIN-COWDEN STA 1+54: MAIN-WASTEWATER MAIN CROSSING MAINTAIN 2.0' MINIMUM VERTICAL SEPARATION BETWEEN WATER MAIN AND WASTEWATER MAIN TOP: 2,769.6 APPROX.

40 MAIN-COWDEN STA 1+70: FIRE HYDRANT ASSEMBLY (MJ X FLG) 6" VALVE (MJ X FLG) 6"X6" TEE (MJ X MJ) 6" FIRE LATERAL (C-900 PVC)

41 MAIN-COWDEN STA 1+89: 1 - 8" 45° HORIZONTAL BEND (MJ X MJ) WATER INV: 2,772.5'

42 MAIN-COWDEN STA 2+02: 1 - 6"X8" REDUCER (MJ X MJ) 1 - 8" 45° HORIZONTAL BEND (MJ X MJ) CONNECT TO EXIST 6" WATER MAIN WATER INV: 2,772.7' E: 1756690.753 8

43 MAIN-NOBLE STA 1+00: 1 - 8"X6" REDUCER (MJ X MJ) 1 - 45° HORIZONTAL BEND (MJ X MJ) CONNECT TO 6" WATER MAIN WATER INV: 2,774.8'

44 MAIN-NOBLE STA 1+05: 1 - 6" 22.5° HORIZONTAL BEND (MJ X MJ) WATER INV: 2,772.1'

45 MAIN-NOBLE STA 1+27: 20' WATER MAIN CROSSING MAINTAIN MINIMUM 2.0' VERTICAL SEPARATION WATER INV: 2,772.0'

46 MAIN-NOBLE STA 1+33.27: MAIN-A2 STA 31+80.16 SEE DETAILS ON SHEET C-15

47 MAIN-NOBLE STA 1+45: MAIN-WASTEWATER MAIN CROSSING MAINTAIN 2.0' MINIMUM VERTICAL SEPARATION BETWEEN WATER MAIN AND WASTEWATER MAIN WATER INV: 2,771.9'

48 MAIN-NOBLE STA 1+85: 1 - 8" 45° HORIZONTAL BEND (MJ X MJ) WATER INV: 2,771.7'

49 MAIN-NOBLE STA 1+90: 1 - 8"X6" REDUCER (MJ X MJ) 1 - 8" 22.5° HORIZONTAL BEND (MJ X MJ) CONNECT TO 6" WATER MAIN WATER INV: 2,771.7'

PACKET 4.307 May 23, 2023

APPROVED AS NOTED 04.07.2023 CITY OF MIDLAND ENGINEERING

Westwood
Westwood Professional Services, Inc.
TBPE Firm Registration #00185500
TBPELS Firm Registration #10029400

MIDLAND Engineering Services

STATE OF TEXAS
MARK L. MILLER
135378
LICENSED PROFESSIONAL ENGINEER
1/15/2022

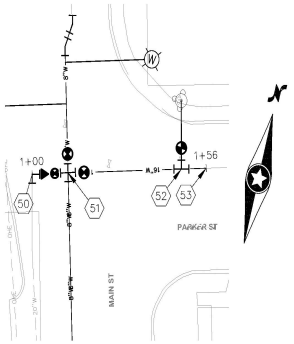
NO.	DATE	REVISIONS	BY

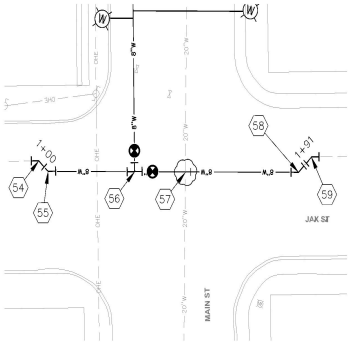
MAIN STREET UTILITIES
CITY OF MIDLAND
WATER MAIN PLAN & PROFILE
CROSS STREETS

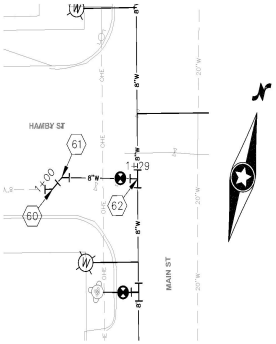
JOB NO.:	28221.01
DATE:	JANUARY 2022
DESIGN:	IHW
DRAWN:	IHW
CHECKED:	MLM

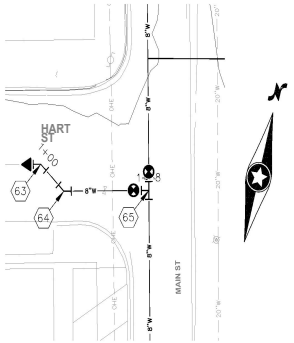
SHEET C-21

File: N:\0\28221.01\1 project data\Civil\Civil\28221.01 MAIN STREET UTILITIES CROSSINGS.dwg



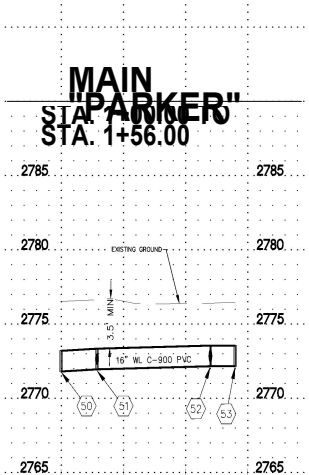




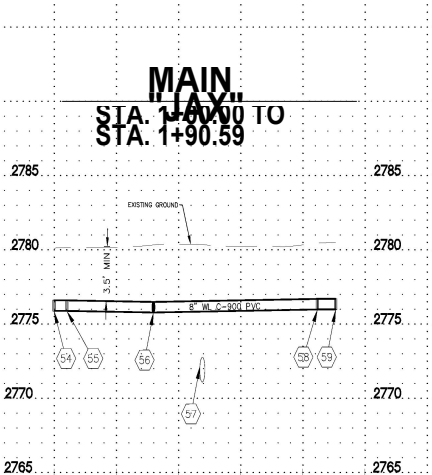


SCALE: 1" = 20' HORIZ.
1" = 4' VERT.

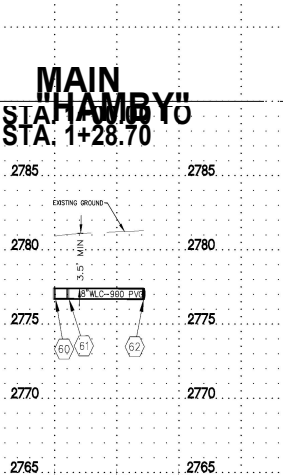
MAIN "PARKER" STA. 1+00.00 TO STA. 1+56.00



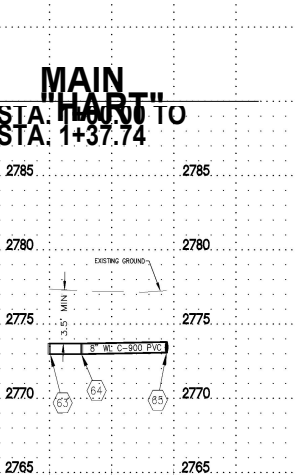
MAIN "JAX" STA. 1+00.00 TO STA. 1+90.59



MAIN "HAMBY" STA. 1+00.00 TO STA. 1+28.70



MAIN "HART" STA. 1+00.00 TO STA. 1+37.74



CONSTRUCTION NOTES:
1. ALL WATER LATERALS TO BE 1" UNLESS OTHERWISE NOTED.

50 51 MAIN-PARKER STA 1+00:
MAIN-A2 STA 37+88.45
SEE SHEET C-16 FOR MORE DETAIL

52 MAIN-PARKER STA 1+36:
FIRE HYDRANT ASSEMBLY
1 - 16"X6" TEE (MJ X FL)
1 - 6" GATE VALVE (MJ X FL)
20' 6" FIRE LATERAL

53 MAIN-PARKER STA 1+56:
CONNECT TO EXIST 16" WATER MAIN
WATER INV: 2,772.1'

54 MAIN-JAX STA 1+00:
WATER MAIN CROSSING
MAINTAIN 2' VERTICAL SEPARATION
WATER INV: 2,776.0'
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
MAIN-JAX STA 1+97:
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
CONNECT TO EXIST 8" WATER MAIN
WATER INV: 2,776.0'
N: 10700384.3430
E: 1756393.2728

55 MAIN-JAX STA 1+03.1041
N: 10700383.1041
E: 1756399.2328

56 MAIN-JAX STA 1+05:
WATER INV: 2,776'
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)

MAIN-JAX STA 1+31.96=
MAIN-A3 STA 10+00.00
SEE SHEET C-17 FOR MORE DETAIL

57 MAIN-JAX STA 1+49:
WATER MAIN CROSSING
MAINTAIN 2' VERTICAL SEPARATION
WATER INV: 2,776.0'

58 MAIN-JAX STA 1+90:
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)

59 MAIN-JAX STA 1+97:
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
CONNECT TO EXIST 8" WATER MAIN
WATER INV: 2,776.0'
N: 10700384.3430
E: 1756393.2728

60 MAIN-HAMBY STA 1+00:
WATER MAIN CROSSING
MAINTAIN 2' VERTICAL SEPARATION
WATER INV: 2,776.6'
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
CONNECT TO EXIST 8" WATER MAIN
N: 10700383.6903
E: 1756399.0603

61 MAIN-HAMBY STA 1+05:
WATER INV: 2,776.6'
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)

62 MAIN-HAMBY STA 1+28.70=
MAIN-A3 STA 13+43.23
SEE SHEET C-17 FOR MORE DETAIL

63 MAIN-HART STA 1+00:
WATER MAIN CROSSING
MAINTAIN 2' VERTICAL SEPARATION
WATER INV: 2,776.0'
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
CONNECT TO EXIST 8" WATER MAIN
N: 10700384.3430
E: 1756393.2728

64 MAIN-HART STA 1+10:
WATER INV: 2,774'
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)

65 MAIN-HART STA 1+37.74=
MAIN-A3 STA 17+02.46:
SEE SHEET C-17 FOR MORE DETAIL

APPROVED
CITY OF MIDLAND ENGINEER
04.18.2023

PACKET 4.308 May 23, 2023

NO.	DATE	REVISIONS	BY

Westwood
1 1st Class Creek Way, Suite 115
Austin, Texas 78746
(512) 305-8300
www.westwoodps.com
Westwood Professional Services, Inc. TBPE Firm Registration #12508

MIDLAND Engineering Services

STATE OF TEXAS
MARK L. MILLER
135378
LICENSED PROFESSIONAL ENGINEER
1/15/2022

MAIN STREET UTILITIES
CITY OF MIDLAND
WATER MAIN PLAN & PROFILE
CROSS STREETS

JOB NO.:	28221.01
DATE:	JANUARY 2022
DESIGN:	IHW
DRAWN:	IHW
CHECKED:	MLM

SHEET C-22

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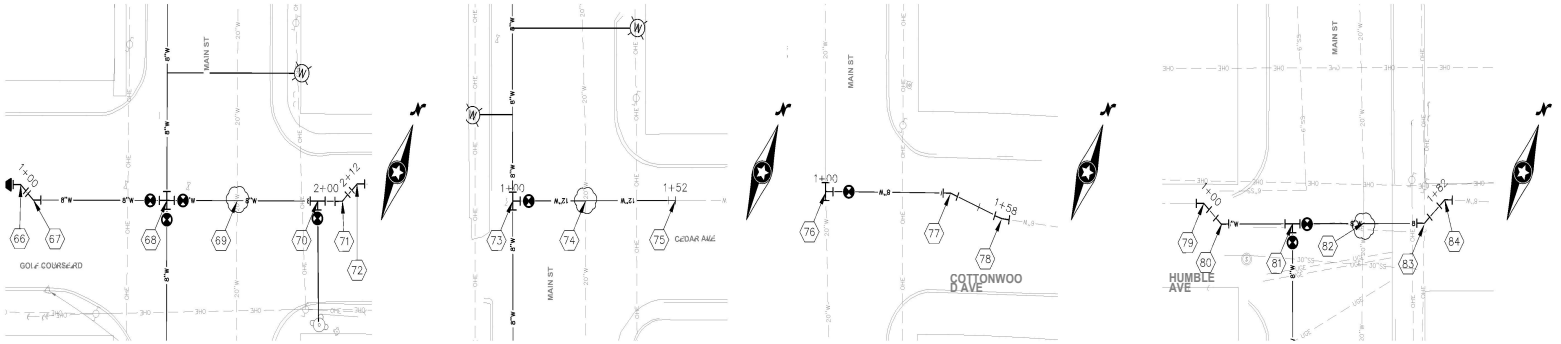
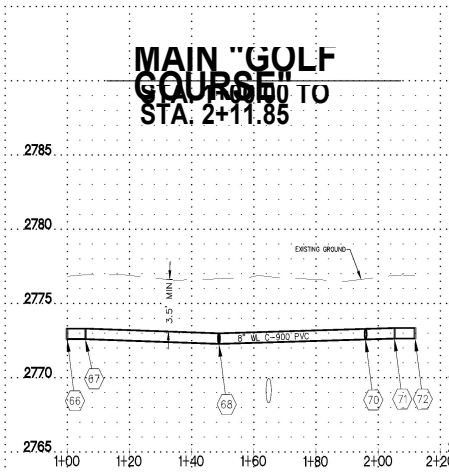
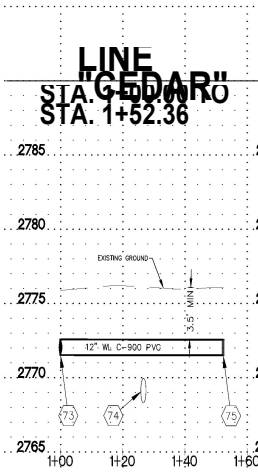


SCALE: 1" = 20' HORIZ.
1" = 4' VERT.

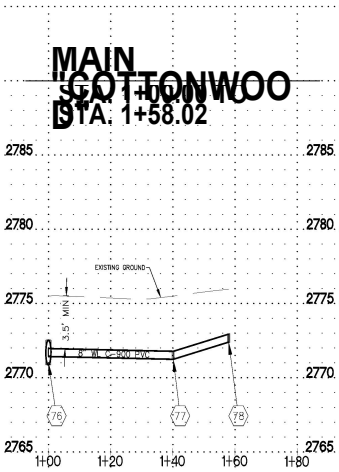
MAIN "GOLF COURSE" STA. 1+00.00 TO STA. 2+11.85



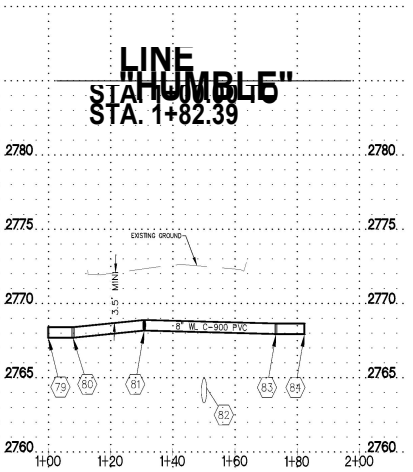
LINE "CEDAR" STA. 1+00.00 TO STA. 1+52.36



MAIN "COTTONWOOD" STA. 1+00.00 TO STA. 1+58.02



LINE "HUMBLE" STA. 1+00.00 TO STA. 1+82.39



CONSTRUCTION NOTES:
1. ALL WATER LATERALS TO BE 1" UNLESS OTHERWISE NOTED.

66 MAIN-GOLF COURSE STA 1+00:
WATER INV: 2.772.7'
1 - 8"X6" REDUCER (MJ X MJ)
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
CONNECT TO EXISTING 6" WATER MAIN
WATER INV: 2,772.7'
N: 10701158.5176
E:1756187.3680

67 MAIN-GOLF COURSE STA 1+25:
20" WATER MAIN CROSSING
MAINTAIN 2' VERTICAL SEPARATION
WATER INV: 2,772.7'
N: 10701158.5176
E:1756187.3680

68 MAIN-GOLF COURSE STA 1+44.39=
MAIN-A3 STA 18+45.39
SEE SHEET C-17 FOR MORE DETAIL

69 MAIN-GOLF COURSE STA 1+65:
20" WATER MAIN CROSSING
MAINTAIN 2' VERTICAL SEPARATION

70 MAIN-GOLF COURSE STA 1+96:
1 - FIRE HYDRANT ASSEMBLY (MJ X 6" MJ)
1 - 8"X6" TEE (MJ X MJ)
1 - 6" GATE VALVE (MJ X MJ)
1 - 6" FIRE LATERAL (C-900 PVC)

71 MAIN-GOLF COURSE STA 2+05:
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)

72 MAIN-GOLF COURSE STA 2+11.85:
WATER INV: 2,772.7'
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
CONNECT TO EXISTING 8" WATER MAIN
WATER INV: 2,772.7'
N: 10701185.8779
E:1756187.3680

73 MAIN-CEDAR STA 1+00:
CONNECT TO PROP 8" WATER MAIN
SEE SHEET C-18 FOR MORE DETAILS
WATER INV: 2,771.5'

74 MAIN-CEDAR STA 1+25:
20" WATER MAIN CROSSING
MAINTAIN 2' VERTICAL SEPARATION

75 MAIN-CEDAR STA 1+52:
1 - 8" 45° HORIZONTAL BEND
CONNECT TO EXISTING WATER MAIN
WATER INV: 2,771.5'
N: 10701535.6774
E:1756089.2197

76 MAIN-COTTONWOOD STA 1+00:
CONNECT TO EXISTING 20" WATER MAIN
REMOVE EXISTING TEE
1 - 20"X8" TEE (MJ X MJ)
1 - 8" GATE VALVE (MJ X MJ)

77 MAIN-COTTONWOOD STA 1+40:
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)

78 MAIN-COTTONWOOD STA 1+58:
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
CONNECT TO EXIST 8" WATER MAIN
WATER INV: 2,772.5'
N: 10701907.4583
E: 1756611.6196

79 MAIN-HUMBLE STA 1+00:
WATER INV: 2,767.7'
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
CONNECT TO EXIST 8" WATER MAIN
N: 10702223.5641
E: 1755852.7457

80 MAIN-HUMBLE STA 1+08:
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
WATER INV: 2,767.7'

81 MAIN-HUMBLE STA 1+29.42=
MAIN-A3 STA 31+44.66"
SEE SHEET C-17 FOR MORE DETAIL

82 MAIN-HUMBLE STA 1+51:
20" WATER MAIN CROSSING
MAINTAIN 2' VERTICAL SEPARATION

83 MAIN-HUMBLE STA 1+74:
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
WATER INV: 2,768.0'

84 MAIN-HUMBLE STA 1+82:
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
CONNECT TO EXIST 8" WATER MAIN
N: 10702404.946
E: 1755852.745

CITY OF MIDLAND APPROVED AS NOTED ENGINEERING 04.28.2023

NO.	DATE	REVISIONS	BY

Westwood
Westwood Professional Services
Phone: (210)265-8300
Fax: (866)977-2698
westwoodps.com

MIDLAND Engineering Services

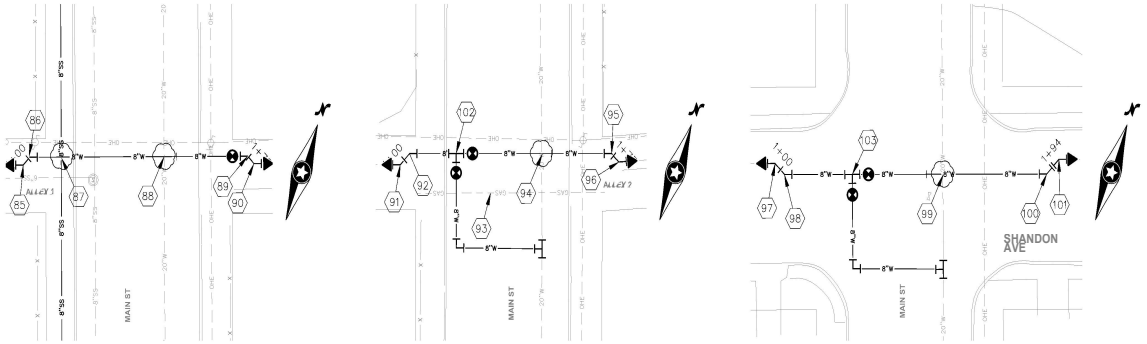
STATE OF TEXAS
MARK L. MILLER
135378
LICENSED PROFESSIONAL ENGINEER
1/15/2022

MAIN STREET UTILITIES
CITY OF MIDLAND
WATER MAIN PLAN & PROFILE
CROSS STREETS

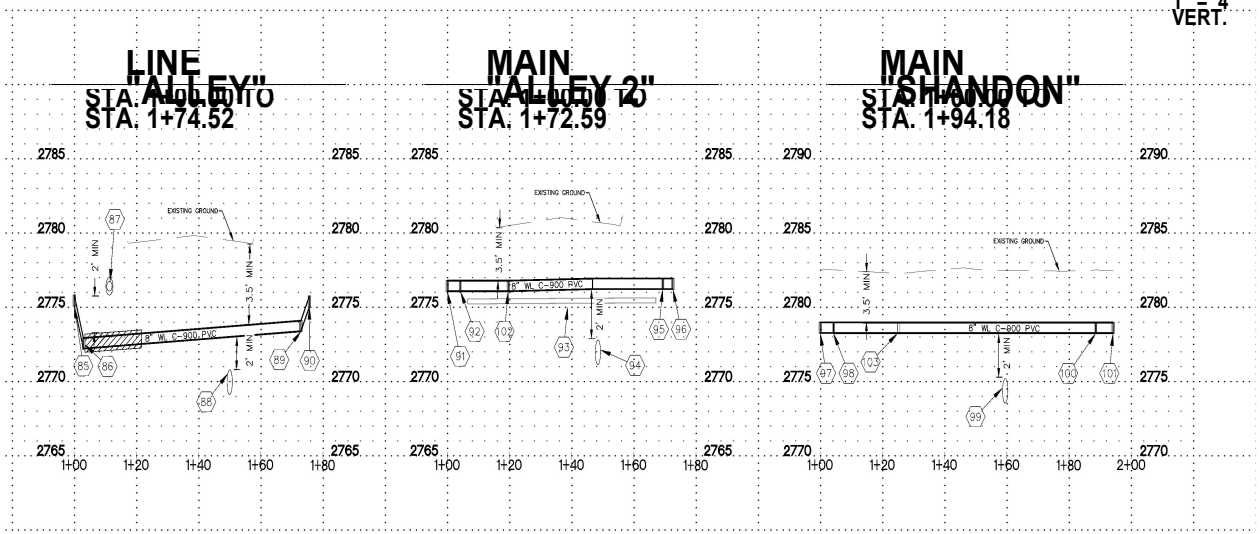
JOB NO.:	28221.01
DATE:	JANUARY 2022
DESIGN:	IHW
DRAWN:	IHW
CHECKED:	MLM

SHEET C-23

File: N:\0\28221.01\1 project data\Civil\Civil\28221.01 MAIN STREET UTILITIES CROSSINGS.dwg



SCALE: 1" = 20' HORIZ.
1" = 4' VERT.



CONSTRUCTION NOTES:

1. ALL WATER LATERALS TO BE 1" UNLESS OTHERWISE NOTED.

(85) MAIN-ALLEY STA 1+00:
1 - 8" 45° HORIZONTAL AND VERTICAL BEND (MJ X MJ)
1 - 8"X4" REDUCER (MJ X MJ)
CONNECT TO EXIST 4" WATER MAIN
WATER INV: 2,775.0'

(86) MAIN-ALLEY STA 1+04:
1 - 8" 45° HORIZONTAL AND VERTICAL BEND (MJ X MJ)
WATER INV: 2,772.4'

(87) MAIN-ALLEY STA 1+14:
WASTEWATER MAIN CROSSING
CASING PIPE AND WASTEWATER MAIN
WATER MAIN CASING ToP: 2,774.0'
WASTEWATER MAIN INV: 2,776.0'

(88) MAIN-ALLEY STA 1+15:
20" WATER MAIN CROSSING
MAINTAIN 2' VERTICAL SEPARATION BETWEEN WATER MAIN
WATER INV: 2,774.0'

(89) MAIN-ALLEY STA 1+60:
1 - 8" 45° HORIZONTAL AND VERTICAL BEND (MJ X MJ)
1 - 8" GATE VALVE (MJ X MJ)
WATER INV: 2,775.2'

(90) MAIN-ALLEY STA 1+75:
1 - 8" 45° HORIZONTAL AND VERTICAL BEND (MJ X MJ)
1 - 8"X4" REDUCER (MJ X MJ)
CONNECT TO EXIST 4" WATER MAIN
WATER INV: 2,775.0'

(91) MAIN-ALLEY 2 STA 1+00:
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
1 - 8"X4" REDUCER (MJ X MJ)
CONNECT TO EXIST 4" WATER MAIN
WATER INV: 2,776.0'

(92) MAIN-ALLEY 2 STA 1+05:
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
WATER INV: 2,776.0'

(93) CAUTION: EXISTING WATERLINE HORIZONTAL SEPARATION

(94) PROPOSED SEPARATION
20" WATER MAIN CROSSING
MAINTAIN MINIMUM 2.0' VERTICAL SEPARATION
WATER INV: 2,776.2'

(95) MAIN-ALLEY 2 STA 1+68:
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
WATER INV: 2,776.2'

(96) MAIN-ALLEY 2 STA 1+73:
1 - 8"X4" REDUCER (MJ X MJ)
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
CONNECT TO EXIST 4" WATER MAIN
WATER INV: 2,776.2'

(97) MAIN-SHANDON STA 1+00:
1 - 8"X4" REDUCER (MJ X MJ)
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
CONNECT TO EXIST 4" WATER MAIN
WATER INV: 2,778.1'

(98) MAIN-SHANDON STA 1+05:
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
WATER INV: 2,778.1'

(99) MAIN-SHANDON STA 1+59:
20" WATER MAIN CROSSING
MAINTAIN MINIMUM 2.0' VERTICAL SEPARATION
WATER INV: 2,778.1'
2,775.1'

(100) MAIN-SHANDON STA 1+84:
1 - 8" 45° HORIZONTAL BEND (MJ X MJ)
WATER INV: 2,778.1'

(101) MAIN-SHANDON STA 1+94:
1 - 8"X4" REDUCER (MJ X MJ)
CONNECT TO EXIST 4" WATER MAIN
WATER INV: 2,778.1'

(102) MAIN-ALLEY 2 STA 1+20:
1 - 20"X8" TEE (MJ X MJ)
1 - 8"X8" TEE (MJ X MJ)
1 - 8" GATE VALVE (MJ X MJ)
1 - 8" GATE VALVE (MJ X FL)
1 - 8" 90° HORIZONTAL BEND (MJ X MJ)
50 LF - 8" WATER MAIN

(103) MAIN-ALLEY 2 STA 1+20:
1 - 20"X8" TEE (MJ X MJ)
1 - 8"X8" TEE (MJ X MJ)
1 - 8" GATE VALVE (MJ X FL)
1 - 8" 90° HORIZONTAL BEND (MJ X MJ)
50 LF - 8" WATER MAIN

APPROVED AS NOTED
04.18.2023
CITY OF MIDLAND ENGINEERING

Westwood
Westwood Professional Services, Inc.

MIDLAND Engineering Services

STATE OF TEXAS
MARK L. MILLER
135378
LICENSED PROFESSIONAL ENGINEER
1/15/2022

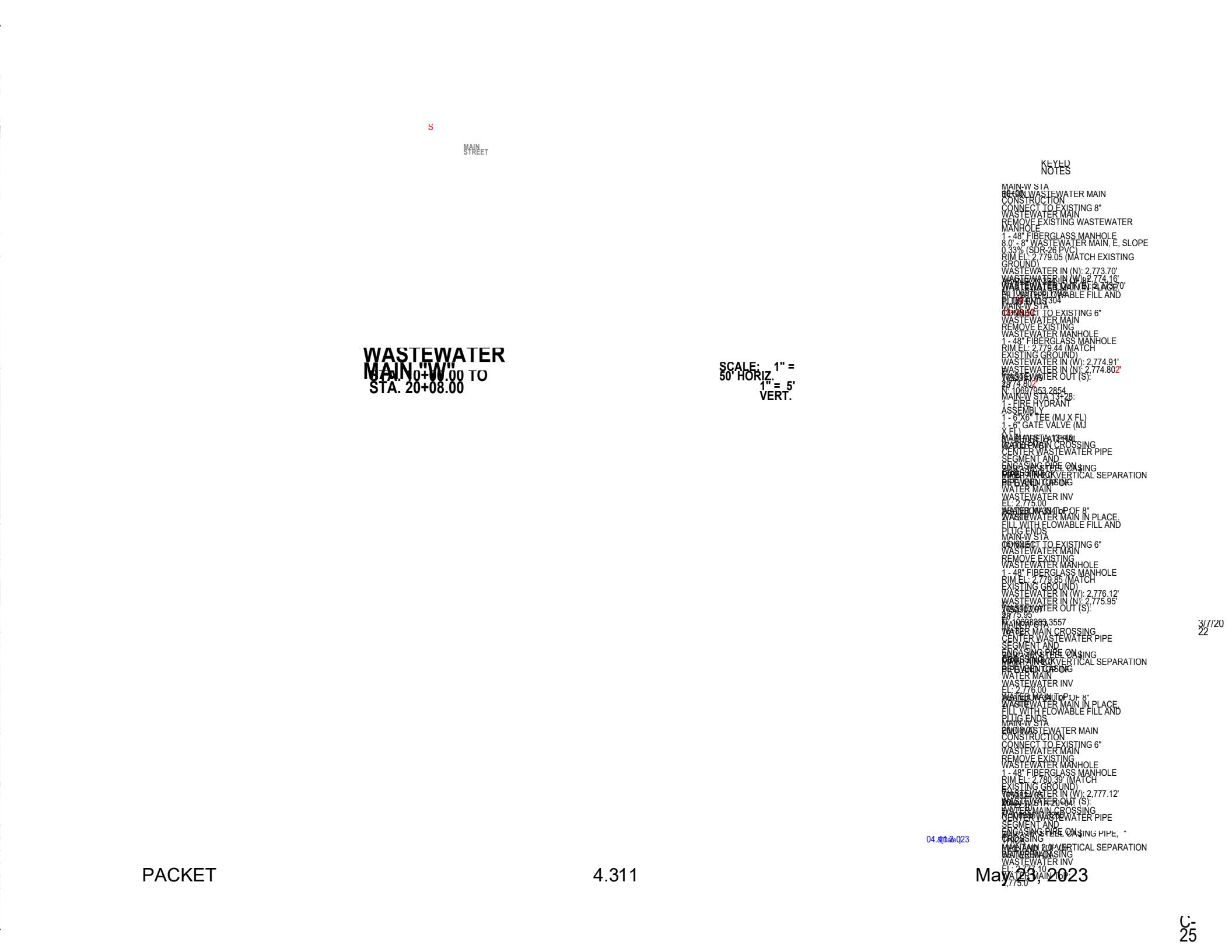
NO.	DATE	REVISIONS	BY

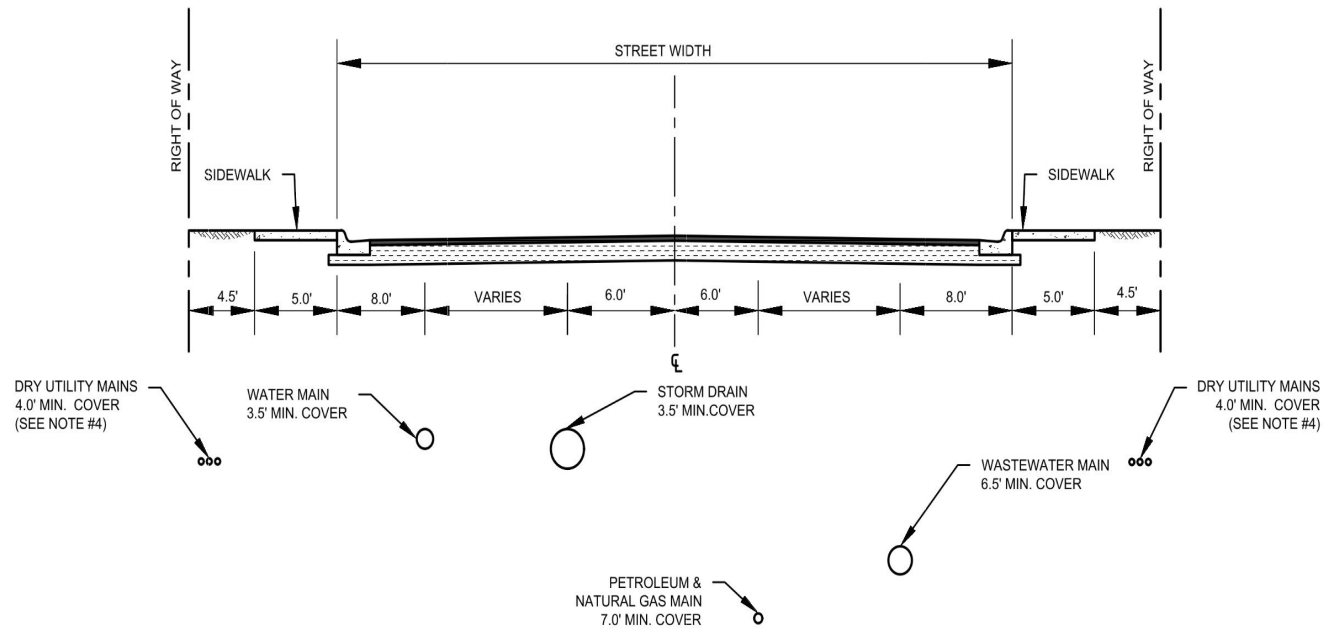
MAIN STREET UTILITIES
CITY OF MIDLAND
WATER MAIN PLAN & PROFILE
CROSS STREETS

JOB NO.:	28221.01
DATE:	JANUARY 2022
DESIGN:	IHW
DRAWN:	IHW
CHECKED:	MJM

SHEET C-24

File: N:\0028221.01\1 project data\Civil\Civil\28221.01 MAIN STREET UTILITIES CROSSINGS.dwg


MAIN STREET
WASTEWATER MAIN "W"
STA. 20+00.00 TO STA. 20+08.00
SCALE: 1" = 50' HORIZ.
1" = 5' VERT.
KEYED NOTES
MAIN-W STA
BEGIN WASTEWATER MAIN CONSTRUCTION
CONNECT TO EXISTING 8" WASTEWATER MAIN
REMOVE EXISTING WASTEWATER MANHOLE
1 - 48" FIBERGLASS MANHOLE
8.0' - 8" WASTEWATER MAIN, E, SLOPE 0.33% (SDR-26 PVC)
RIM EL. 2,779.05 (MATCH EXISTING GROUND)
WASTEWATER IN (N): 2,773.70'
WASTEWATER OUT (S): 2,773.70'
N: 1069753.2854
MAIN-W STA 13+28:
1 - FIRE HYDRANT ASSEMBLY
1 - 6"X6" TEE (MJ X FL)
1 - 6" GATE VALVE (MJ X FL)
WATER MAIN CROSSING
CENTER WASTEWATER PIPE SEGMENT AND
ENCASING PIPE ON
CROSSING
MAINTAIN 2.0' VERTICAL SEPARATION BETWEEN CASING
WATER MAIN
WASTEWATER INV
EL: 2,775.00
WASTEWATER OUT OF 8" WASTEWATER MAIN IN PLACE, FILL WITH FLOWABLE FILL AND PLUG ENDS
MAIN-W STA
CONNECT TO EXISTING 6" WASTEWATER MAIN
REMOVE EXISTING WASTEWATER MANHOLE
1 - 48" FIBERGLASS MANHOLE
RIM EL. 2,779.85 (MATCH EXISTING GROUND)
WASTEWATER IN (W): 2,776.12'
WASTEWATER IN (N): 2,775.95'
WASTEWATER OUT (S):
2,775.95'
N: 1069283.3557
MAIN-W STA
WATER MAIN CROSSING
CENTER WASTEWATER PIPE SEGMENT AND
ENCASING PIPE ON
CROSSING
MAINTAIN 2.0' VERTICAL SEPARATION BETWEEN CASING
WATER MAIN
WASTEWATER INV
EL: 2,776.00
WASTEWATER OUT OF 8" WASTEWATER MAIN IN PLACE, FILL WITH FLOWABLE FILL AND PLUG ENDS
MAIN-W STA
BEGIN WASTEWATER MAIN CONSTRUCTION
CONNECT TO EXISTING 6" WASTEWATER MAIN
REMOVE EXISTING WASTEWATER MANHOLE
1 - 48" FIBERGLASS MANHOLE
RIM EL. 2,780.39' (MATCH EXISTING GROUND)
WASTEWATER IN (W): 2,777.12'
WASTEWATER OUT (S):
WATER MAIN CROSSING
CENTER WASTEWATER PIPE SEGMENT AND
ENCASING PIPE ON
CROSSING
MAINTAIN 2.0' VERTICAL SEPARATION BETWEEN CASING
WASTEWATER INV
EL: 2,777.10
2,775.0



NOTES:

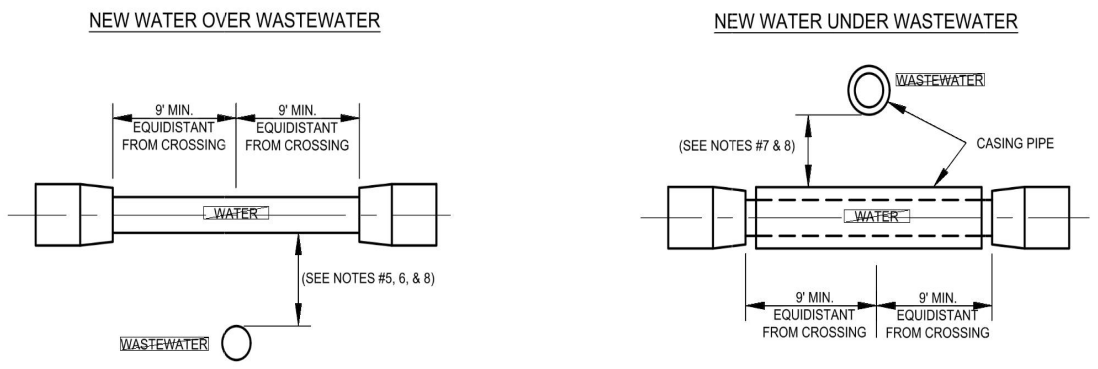
1. IF A SITE INCLUDES ALLEYS, OR IS ADJACENT TO EXISTING ALLEYS, THEN THE WASTEWATER MAIN IS TO BE LOCATED IN THE ALLEY AND NOT THE STREET RIGHT OF WAY.
2. ALL COVERS ARE FROM THE GUTTER FLOWLINE TO THE TOP OF PIPE.
3. ADDITIONAL UTILITY DEPTH MAY BE REQUIRED TO ACCOMMODATE LATERALS.
4. DRY UTILITY MAINS MUST MAINTAIN 7.0' MINIMUM COVER WHEN CROSSING RIGHT OF WAY. DRY UTILITY SERVICE LATERALS MUST MAINTAIN 2.0' MINIMUM COVER IN THE RIGHT OF WAY.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL:

LOCAL STREET UTILITY MAIN SPACING — 304

NEW WATER OVER WASTEWATER

NEW WATER UNDER WASTEWATER

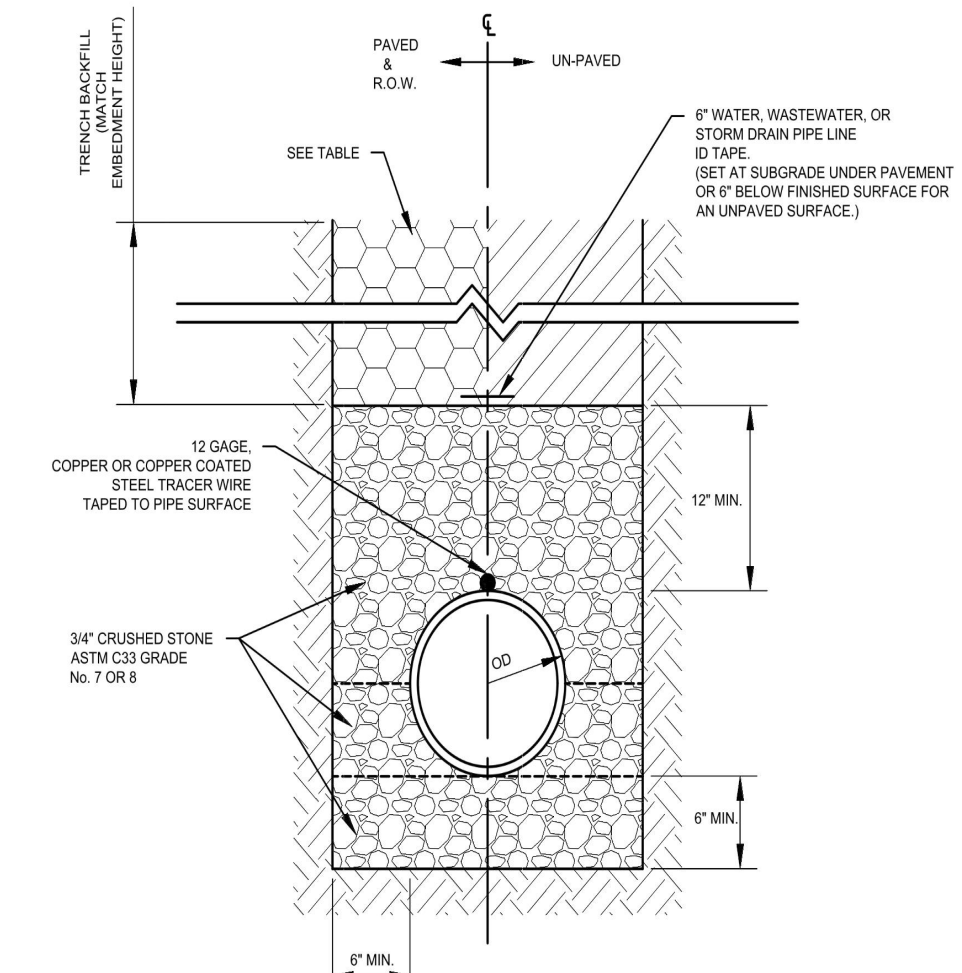


NOTES:

1. SEE CITY DETAIL 309 FOR NEW WASTEWATER MAIN REQUIREMENTS AT WATER MAIN CROSSINGS.
2. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
3. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. CENTER NEW WATER MAIN PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUIDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. NEW WATER MAIN IS TO CROSS WASTEWATER MAIN AT 90° ANGLE.
5. NEW WATER MAINS ARE TO HAVE NO LESS THAN 2.0' VERTICAL SEPARATION OVER THE OUTER EDGE OF ANY EXISTING NON-PRESSURE RATED WASTEWATER MAIN, AND NO LESS THAN 0.5' VERTICAL SEPARATION OVER THE OUTER EDGE OF ANY EXISTING PRESSURE-RATED (150 PSI) WASTEWATER MAIN.
6. VERTICAL SEPARATION DIMENSION REQUIREMENTS FOR NEW WATER MAINS CROSSING OVER NEW WASTEWATER MAINS ARE COVERED IN CITY DETAIL 309.
7. NEW WATER MAIN CROSSING BENEATH NEW OR EXISTING WASTEWATER MAIN TO HAVE NO LESS THAN 2.0' VERTICAL SEPARATION FROM WASTEWATER MAIN WITH MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING.
8. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS..
9. WHEN CROSSING AN EXISTING WASTEWATER MAIN AND IT IS DISTURBED OR SHOW SIGNS OF LEAKING, THE WASTEWATER MAIN MUST BE REPLACED AT LEAST 9.0' IN BOTH DIRECTIONS FROM THE CROSSING WITH AT LEAST 150 PSI PRESSURE-RATED PIPE EMBEDDED IN CEMENT STABILIZED SAND ENCASEMENT (2.5 SACKS / CUBIC YARD) FOR A TOTAL LENGTH OF ONE PIPE SEGMENT PLUS 1.0' BEYOND THE JOINT ON EACH END.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL:

NEW WATER MAIN CROSSING WASTEWATER MAIN — 307

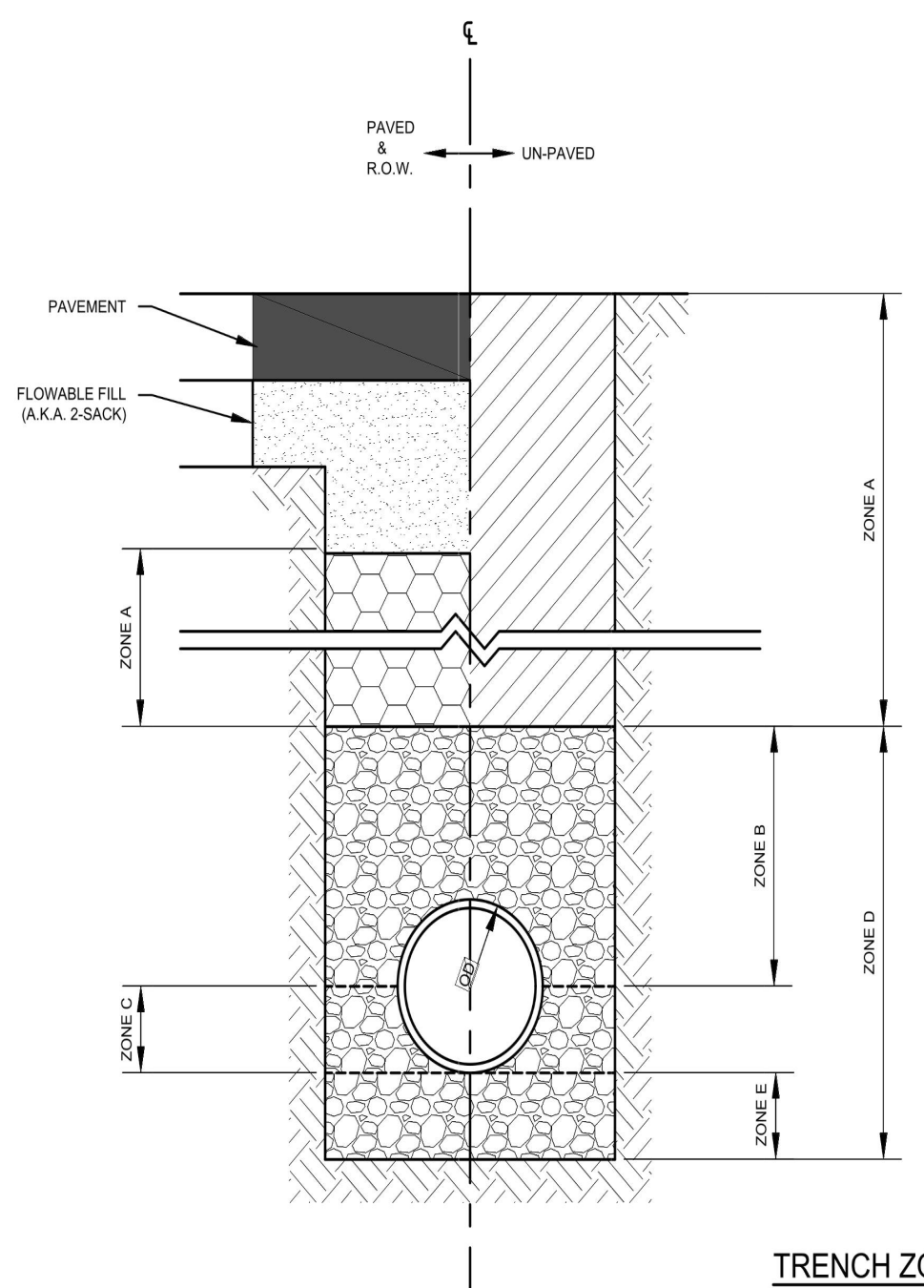


TRENCH BACKFILL NOTES:

1. APPLIES TO ALL PIPE TYPES. (DUCTILE IRON, PVC, ETC.)
2. UTILIZE SELECT FILL BACKFILL BENEATH ALL PAVED SURFACES. NATIVE MATERIAL BACKFILL CAN ONLY BE USER FOR UNPAVED TRENCH CONDITIONS IF BACKFILL MATERIAL IS ≤ 30LL AND ≤ 15 PI.
3. NATIVE MATERIAL TO BE EXISTING EXCAVATED SOIL FROM TRENCH WITH ALL MATERIAL BROKEN DOWN ≤ 2".
4. MOISTURE CONDITION ALL BACKFILL MATERIAL PRIOR TO PLACING IN TRENCH.
5. PLACE TRENCH BACKFILL MATERIAL IN MAXIMUM 12" LOOSE LIFTS AND COMPACT TO MAXIMUM 8" COMPACTED LIFTS.
6. REFER TO CITY DETAILS 311 AND 312 FOR TRENCH PAVEMENT REPLACEMENT REQUIREMENTS.
7. PLACE LAYERS B, C, AND E FOUND ON CITY DETAIL 310(B) AS SEPARATE LAYERS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL:

TRENCHING AND BEDDING — 310(A)



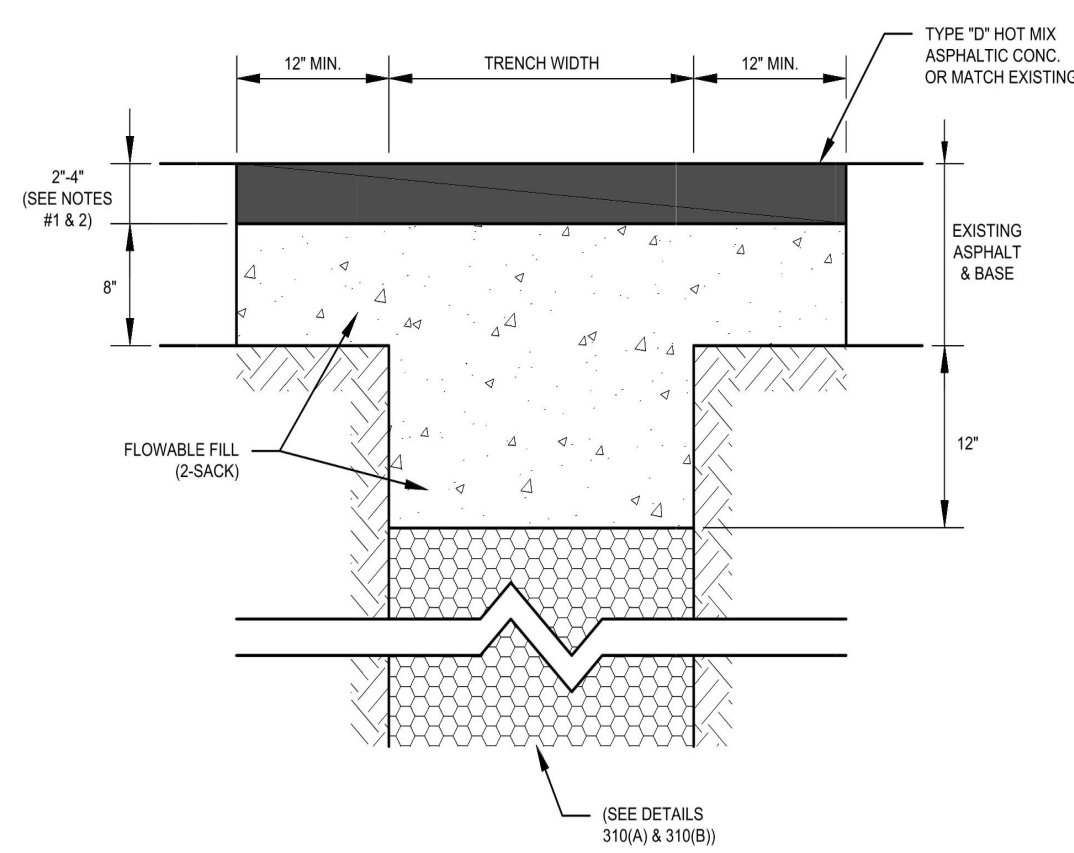
TRENCH ZONES:

ZONE A: TRENCH BACKFILL
ZONE B: PIPE BACKFILL
ZONE C: HAUNCHING
ZONE D: PIPE EMBEDMENT
ZONE E: BEDDING

DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL:

PACKET

TRENCHING AND BEDDING — 310(B)



NOTES:

1. ASPHALT PAVEMENT THICKNESS TO BE A MINIMUM OF 2" OR MATCH THE EXISTING ASPHALT THICKNESS IF IT IS GREATER THAN 2" THICK.
2. PLACE ASPHALT PAVEMENT IN MAXIMUM 2" LIFTS, 95% MODIFIED COMPACTION.
3. PLACE ALL FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT) AS A SINGLE CONTINUOUS POUR.
4. EXTEND BOTH ASPHALT AND FLOWABLE FILL 12" BEYOND THE EDGE OF THE TRENCH ON BOTH SIDES.
5. SEE DETAILS 310(A) AND 310(B) REGARDING TRENCH BACKFILL REQUIREMENTS BENEATH THE FLOWABLE FILL.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL:

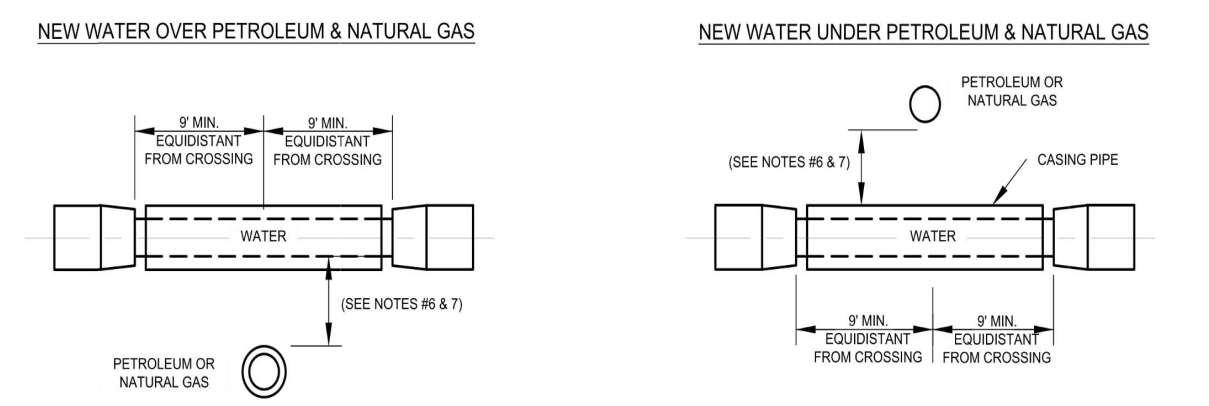
4.312

ASPHALT TRENCH PAVEMENT REPLACEMENT — 311



NEW WATER OVER PETROLEUM & NATURAL GAS

NEW WATER UNDER PETROLEUM & NATURAL GAS



NOTES:

1. SEE CITY DETAIL 808 FOR NEW PETROLEUM OR NATURAL GAS LINE REQUIREMENTS AT WATER MAIN CROSSINGS. REQUIREMENTS FOR WATER MAINS CROSSING WITH PETROLEUM OR NATURAL GAS LINES ARE THE SAME AS WHEN THEY ARE CROSSING WASTEWATER MAINS UNLESS STATED OTHERWISE IN CITY DETAIL 808.
2. IF AN EXISTING PETROLEUM OR NATURAL GAS LINE PREDATES A PUBLIC ROW OR EASEMENT THAT THE WATER MAIN IS LOCATED IN THEN THE WATER MAIN DESIGN AND CONSTRUCTION MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS AS PER THE PETROLEUM OR NATURAL GAS LINE OWNER'S STANDARDS.
3. PETROLEUM OR NATURAL GAS LINES AND MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
4. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
5. CENTER NEW WATER MAIN PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUIDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. WATER MAIN TO CROSS PETROLEUM OR NATURAL GAS LINE AT 90° ANGLE.
6. NEW WATER MAIN CROSSING OVER OR BENEATH NEW OR EXISTING PETROLEUM OR NATURAL GAS LINES TO BE ENCASED IN MINIMUM 18'.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING. VERTICAL SEPARATION FROM OUTER EDGE OF PETROLEUM OR NATURAL GAS LINES TO BE NO LESS THAN 2.0'.
7. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL:

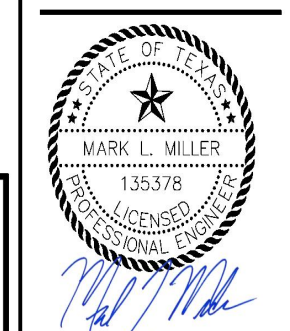
May 23, 2023

NEW WATER MAIN CROSSING PETROLEUM AND NATURAL GAS LINE — 308

NO. | DATE | REVISIONS | BY

Westwood
Phone (210) 265-8300 / Toll Free (888) 937-5150
1718 Dry Creek Way, Suite 110, San Antonio, TX 78259
westwoodps.com
Westwood Professional Services, Inc.
TBPLS FIRM NO. 10194064 - TBPE FIRM NO. F-11756

MIDLAND Engineering Services



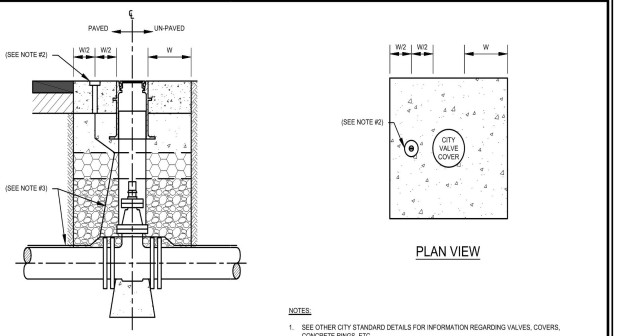
1/15/2022

MAIN STREET UTILITIES
CITY OF MIDLAND
STANDARD DETAILS

JOB NO.:	28221.01
DATE:	JANUARY 2022
DESIGN:	IHW
DRAWN:	IHW
CHECKED:	MLM

SHEET C-26

File: N:\0028221.01\1 project data\Dwg\Civil\28221.01 STANDARD DETAILS.dwg



CROSS SECTION VIEW

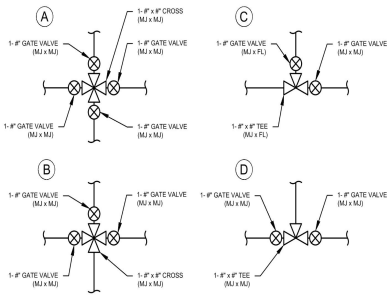
PLAN VIEW

NOTES:

1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGARDING VALVES, COVERS, CONCRETE RINGS, ETC.
2. TRAFFIC RATED COPPERHEAD SNAKEPIT TEST STATION OR APPROVED EQUAL. SET FLUSH WITH FINISHED SURFACE OF CONCRETE RING.
3. TRACER WIRE PER DETAIL 310 (A) TO BE TAPED TO SIDE OF VALVE BOX AND FASTENED SECURELY TO END OF TEST STATION. TRACER WIRE TO REMAIN ENTIRELY COVERED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

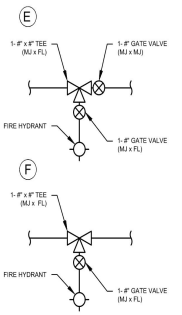
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	VALVE DETECTOR WIRE END		320
APPROVED: MCC			

CROSS FITTING RESTRAINTS



TEE FITTING RESTRAINTS

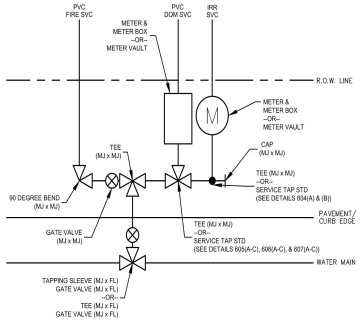
FIRE HYDRANT RESTRAINTS



NOTES:

1. ALL MECHANICAL JOINT (MJ) FITTINGS TO BE RESTRAINED.
2. ALL FLANGES (FL) TO BE ON THE BRANCH SIDE OF TEE FITTINGS.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPICAL FITTING RESTRAINT CONFIGURATIONS		601
APPROVED: MCC			



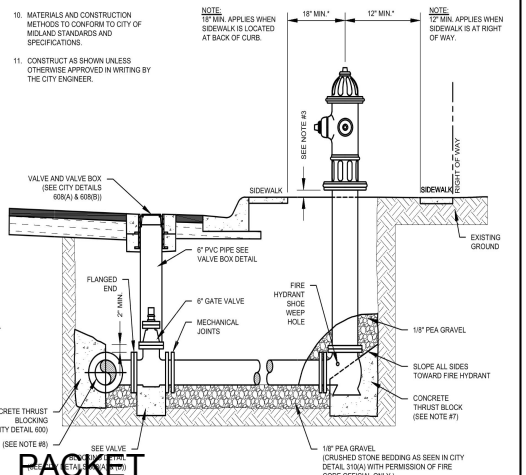
NOTES:

1. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
2. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

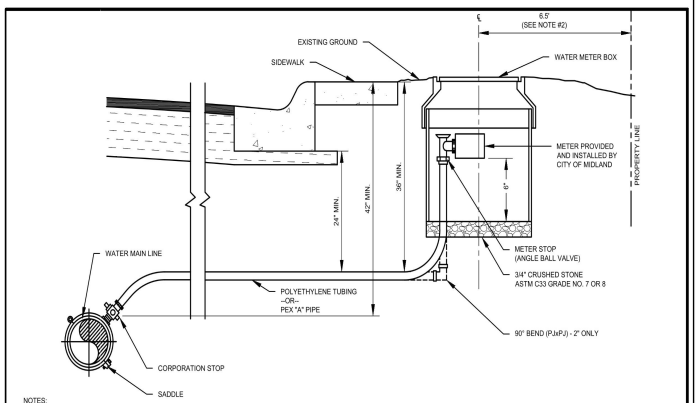
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE:	DETAIL:
CHECKED: JCF	STANDARD MULTI-FAMILY & COMMERCIAL WATER SERVICE MANIFOLD		602
APPROVED: MCC			

NOTES:

1. SET ALL VALVE BOXES IN A CONCRETE COLLAR WHEN PLACED AT THEIR FINAL GRADE. (SEE CITY DETAILS 608(A) & (B))
2. ALL CONCRETE PAVEMENT TO BE CLASS "C" CONCRETE, 3600 PSI.
3. LEAVE VALVE BOX 6" TO 10" ABOVE GRADE FOR NEW DEVELOPMENT AND OTHER STREETS AND ALLEYS SCHEDULED FOR IMMEDIATE PAVING UNTIL STREET WORK IS DONE. PAVING CONTRACTOR TO ADJUST VALVE BOX TO FINISHED GRADE BEFORE PLACING LAST COURSE OF HMAC SURFACE.
4. SET FRANGIBLE FLANGE OF FIRE HYDRANT A MINIMUM OF 2" AND A MAXIMUM OF 8" ABOVE SIDEWALK ELEVATION.
5. ON STREETS WHERE NO SIDEWALK IS TO BE CONSTRUCTED, SET CENTERLINE OF FIRE HYDRANT AT 3' FROM PROPERTY LINE WITHIN RIGHT OF WAY.
6. PLACE FIRE HYDRANT CUT-OFF VALVE A MINIMUM OF 3' FROM THE CENTER LINE OF THE FIRE HYDRANT. THIS MAY REQUIRE THE USE OF A 90° BEND TO OFFSET THE FIRE HYDRANT.
7. SHAPE CONCRETE THRUST BLOCKS SO THAT NO WATER DRAINS ARE BLOCKED.
8. A TEE FITTING IS REQUIRED FOR A CONNECTION TO A NEW WATER MAIN, AND A TAPPING SLEEVE IS REQUIRED FOR A CONNECTION TO AN EXISTING WATER MAIN.
9. DO NOT WRAP FIRE HYDRANT SHOE IN PLASTIC.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	FIRE HYDRANT NEW WATER MAIN		603
APPROVED: MCC			



NOTES:

1. ALL WATER SERVICES TO BE 1" OR 2" DIAMETER.
2. THE DISTANCE FROM PROPERTY LINE SHOWN IS FOR 5' SIDEWALK AT THE PROPERTY LINE. WHEN 5' SIDEWALK IS PLACED AT THE BACK OF CURB, PLACE METER BOXES A MINIMUM OF 6.5' FROM THE BACK OF CURB.
3. TWO ADJACENT SERVICE LATERALS MAY BE PLACED IN THE SAME TRENCH. EACH TAP MUST BE SEPARATE AND HAVE BOTH A CORPORATION STOP AND A METER STOP. ("BULLHEAD TAPS ARE NOT PERMITTED".)
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	1" AND 2" WATER METER AND SERVICE CONNECTION		604(A)
APPROVED: MCC			

APPROVED COMPONENT LIST

1" WATER METER SERVICE	2" WATER METER SERVICE
SADDLE OPTION 1: DUCTILE IRON W/DUAL BAND CC THREAD STEEL STRAP 1. FORD FCD202 SADDLE 2. MUELLER DR 2 S SERIES 3. A.Y. MCDONALD SERIES 4855A 4. OR APPROVED EQUAL	SADDLE OPTION 1: DUCTILE IRON W/DUAL BAND CC THREAD STEEL STRAP 1. FORD FCD202 SADDLE 2. MUELLER DR 2 S SERIES 3. A.Y. MCDONALD SERIES 4855A 4. OR APPROVED EQUAL
SADDLE OPTION 2: BRASS W/DUAL BAND CC THREAD STEEL STRAP 1. FORD 202BSD SADDLE 2. MUELLER BR 2 S SERIES 3. A.Y. MCDONALD SERIES 3855 4. OR APPROVED EQUAL	SADDLE OPTION 2: BRASS W/DUAL BAND CC THREAD STEEL STRAP 1. FORD 202BSD SADDLE 2. MUELLER BR 2 S SERIES 3. A.Y. MCDONALD SERIES 3855 4. OR APPROVED EQUAL
CORPORATION STOP 1. FORD FB1000-4-G-NL 2. MUELLER B-25008N 3. A.Y. MCDONALD SERIES 74701B-22 1 4. OR APPROVED EQUAL	CORPORATION STOP 1. FORD FB1000-7-G-NL 2. MUELLER B-25008N 3. A.Y. MCDONALD SERIES 74701B-22 2 4. OR APPROVED EQUAL
CURB STOP METER VALVE 1. FORD BA43-444W-G-NL 2. MUELLER B-25172N 3. A.Y. MCDONALD SERIES 74602B-22 1 4. OR APPROVED EQUAL	CURB STOP METER VALVE 1. FORD BFA43-777W-G-NL 2. MUELLER B-25172N 3. A.Y. MCDONALD SERIES 74602B-22 2 4. OR APPROVED EQUAL
WATER METER BOX 1. EAST JORDAN 32197099A02 2. OR APPROVED EQUAL	WATER METER BOX 1. EAST JORDAN 32244000A01 2. OR APPROVED EQUAL
SERVICE LINE PIPE 1. ASTM D-2737 POLYETHYLENE TUBING 2. MUNICI PEX 'A' PIPE 3. OR APPROVED EQUAL	SERVICE LINE PIPE 1. ASTM D-2737 POLYETHYLENE TUBING 2. MUNICI PEX 'A' PIPE 3. OR APPROVED EQUAL

NOTES:

1. ALL COMPONENTS OF ANY WATER METER SERVICE LINE MUST COME FROM THE SAME BRAND WHENEVER POSSIBLE.
2. PLASTIC WRAP ALL SADDLES.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	1" AND 2" WATER METER AND SERVICE CONNECTION		604(B)
APPROVED: MCC			

APPROVED
CITY OF MIDLAND ENGINEERING
(04/Dec/2023)

ATTENTION TO CONTRACTOR CITY INSTRUCTION

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, or any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL based on the construction drawings and other data submitted to the Engineering Services Department shall not prevent the Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of equipment or materials which do not conform to the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

Westwood
Westwood Professional Services, Inc.
TBPE/LS Firm NO. 10194500 • TBPELS Firm NO. 71-1159

MIDLAND Engineering Services

STATE OF TEXAS
MARK L. MILLER
135378
LICENSED PROFESSIONAL ENGINEER
1/15/2022

NO.	DATE	REVISIONS	BY

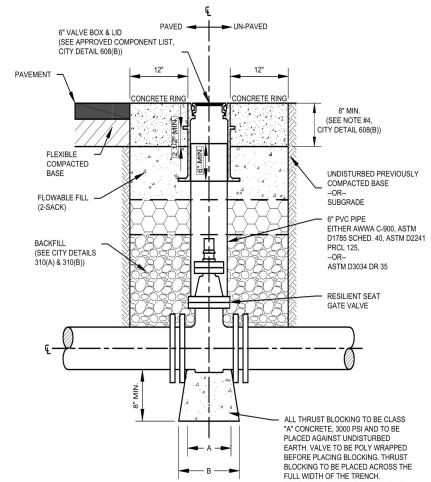
MAIN STREET UTILITIES
CITY OF MIDLAND
STANDARD DETAILS

JOB NO.:	28221.01
DATE:	JANUARY 2022
DESIGN:	IHW
DRAWN:	IHW
CHECKED:	MLM

SHEET
C-27

PACKET 4313 May 23, 2023

File: N:\0028221.01\1 project data\Dwg\Civil\28221.01 STANDARD DETAILS.dwg



DRAWN:	DPM
CHECKED:	JCF
APPROVED:	MCC

EFFECTIVE DATE:	10/01/2018	SCALE:	NTS	DETAIL:

TYPICAL VALVE AND VALVE BOX — 608(A)

APPROVED COMPONENT LIST			
NO.	VALVES	VALVE COVERS	VALVE BOX
1	MUELLER 2360 M/J	MUELLER 2360 FL X FL	BASS & HAYS STANDARD 399-1 "SHORTY"
2	M & H 4067 M/J	M & H 4067-0	OR APPROVED EQUAL
3	CLOW 2838 M/J	CLOW 2840 FL X FL	
4	OR APPROVED EQUAL	OR APPROVED EQUAL	

VALVE BLOCKING CHART		
PIPE SIZE	A	B
4"	5.0"	10.5"
6"	6.5"	1'-0"
8"	6.5"	1'-0"
10"	8.0"	1'-1.0"
12"	8.5"	1'-2.0"

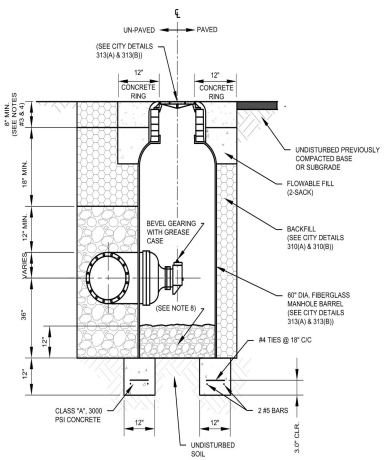
NOTES:

1. FOR VALVES ON WATER MAIN PIPES LARGER THAN 12" SEE CITY DETAIL 609.
2. SETTING VALVE BOX TO GRADE MAY REQUIRE ADDING PVC PIPE. IF ADDITIONAL PIPE IS REQUIRED, USE BELL SECTION WITH GASKET AND SET BELL DOWN OVER EXISTING PIPE RISER. A GASKETED SELF CENTERING COLLAR MAY BE USED IN LIEU OF THE BELL SECTION.
3. CONCRETE RING TO BE CITY OF MIDLAND CLASS "C", 3600 PSI, UNLESS OTHERWISE NOTED.
4. USE FIBER REINFORCEMENT FOR ALL CONCRETE , WHETHER PAVEMENT OR THRUST BLOCKING.
5. 12" MINIMUM FOR CONCRETE RING IN AN ARTERIAL ROADWAY.
6. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT) REQUIRED BENEATH ALL CONCRETE RINGS.
7. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT) REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN:	DPM
CHECKED:	JCF
APPROVED:	MCC

EFFECTIVE DATE:	10/01/2018	SCALE:	NTS	DETAIL:

TYPICAL VALVE AND VALVE BOX DETAILS — 608(B)



NOTES:

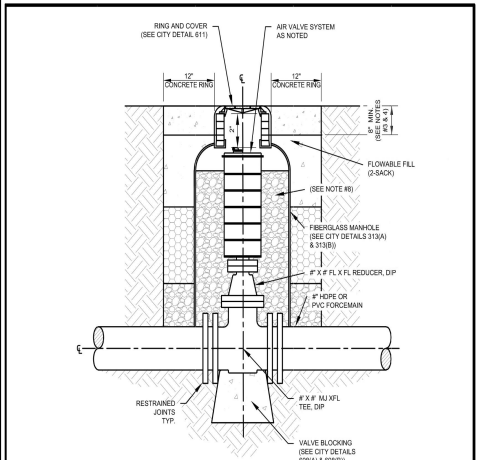
1. THIS DETAIL IS FOR 16" GATE VALVES AND LARGER. SEPARATE DESIGN FOR GATE VALVES LARGER THAT 16" MUST BE PROVIDED AT THE DISCRETION OF THE CITY ENGINEER.
2. ALL GATE VALVES ARE TO BE RESILIENT WEDGE TYPE, HORIZONTAL MOUNTED, MECHANICAL JOINT, BEVEL GEAR OPERATOR. ALL FITTINGS ARE TO BE RESTRAINED JOINTS.
3. CONCRETE RING TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI.
4. 12" MINIMUM FOR CONCRETE RING IN AN ARTERIAL ROADWAY.
5. USE FIBER REINFORCEMENT FOR ALL CONCRETE, WHETHER PAVEMENT OR THRUST BLOCKING.
6. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT), REQUIRED BENEATH ALL CONCRETE RINGS.
7. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT), REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
8. WASHED PEA GRAVEL OR WASHED 3/4" CRUSHED STONE ASTM C33 GRADE NO. 7 OR 8.
9. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
10. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN:	DPM	CHECKED:	JCF	APPROVED:	MCC

EFFECTIVE DATE:	10/01/2018	SCALE:	NTS	DETAIL:

HORIZONTAL GATE VALVE AND VAULT — 609





NOTES:

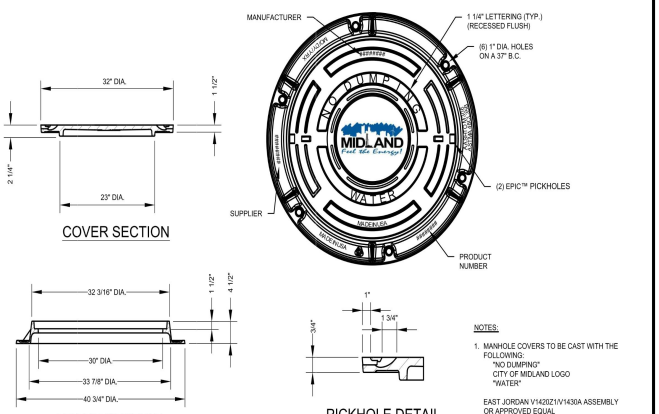
1. USE AN A.R.I. D-025 SB WITH A 4" TUBE LENGTH OR APPROVED EQUAL FOR ALL AIR VALVE INSTALLATIONS.
2. EQUIP EACH AIR VALVE SYSTEM WITH A NON-SLAM, DISCHARGE THROTTLING ATTACHMENT (SLOW RELEASE ONE WAY ATTACHMENT).
3. CONCRETE RING TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI.
4. 12" MINIMUM FOR CONCRETE RING IN AN ARTERIAL ROADWAY.
5. USE FIBER REINFORCEMENT FOR ALL CONCRETE, WHETHER PAVEMENT OR THRUST BLOCKING.
6. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT), REQUIRED BENEATH ALL CONCRETE RINGS.
7. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT), REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
8. MAY BE EITHER PEA GRAVEL OR 3/4" CRUSHED STONE ASTM C33 GRADE N. 7 OR 8
9. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
10. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

PACKET

DRAWN:	DPM	CHECKED:	JCF	APPROVED:	MCC

EFFECTIVE DATE:	10/01/2018	SCALE:	NTS	DETAIL:

WATER AIR RELIEF VALVE — 610



NOTES:

1. MANHOLE COVERS TO BE CAST WITH THE FOLLOWING:
   "NO DUMPING"
   CITY OF MIDLAND LOGO
   "WATER"

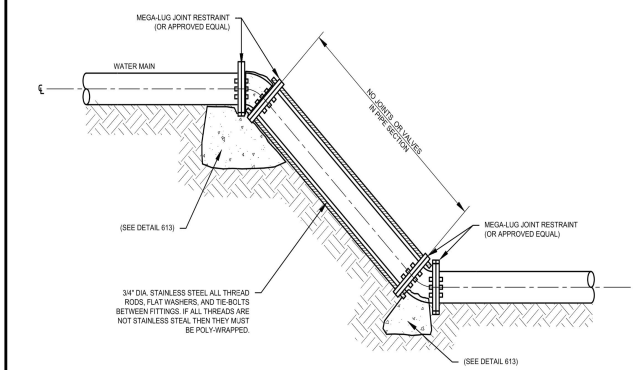
   EAST JORDAN V1420Z1/V1430A ASSEMBLY OR APPROVED EQUAL
2. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

4.3.4

DRAWN:	DPM
CHECKED:	JCF
APPROVED:	MCC

EFFECTIVE DATE:	10/01/2018	SCALE:	NTS	DETAIL:

WATER HORIZONTAL & AIR RELIEF VALVE COVER — 611



NOTES:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

May 23, 2023

DRAWN:	DPM
CHECKED:	JCF
APPROVED:	MCC

EFFECTIVE DATE:	10/01/2018	SCALE:	NTS	DETAIL:

WATER MAIN VERTICAL OFFSET — 612

BY
REVISIONS
DATE
NO.

Westwood
Phone
(830) 885-9500
Fax
(830) 885-9550
Westwood Professional Services, Inc.
STATE OF TEXAS
MARK L. MILLER
135378
LICENSED
PROFESSIONAL ENGINEER
1/15/2022

MAIN STREET UTILITIES
CITY OF MIDLAND
STANDARD DETAILS

JOB NO.:	28221.01
DATE:	JANUARY 2022
DESIGN:	IHW
DRAWN:	IHW
CHECKED:	MLM

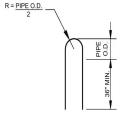
SHEET
C-
28

File: N:\2028221.01\1 project data\Dwg\Civil\28221.01 STANDARD DETAILS.dwg

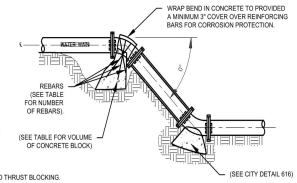
DIA. OF PIPE	DEGREE OF BEND θ							
	11 1/4°		22 1/2°		45°		90°	
	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE
4"	3 C.F.	2-#3	5 C.F.	2-#3	12 C.F.	2-#3	22 C.F.	2-#3
6"	7 C.F.	2-#3	13 C.F.	2-#3	26 C.F.	2-#3	1.0 C.Y.	2-#3
8"	12 C.F.	2-#3	24 C.F.	2-#3	2.0 C.Y.	2-#4	3.0 C.Y.	2-#4
10"	19 C.F.	2-#3	1.5 C.Y.	2-#4	3.0 C.Y.	2-#4	5.0 C.Y.	2-#6
12"	1.0 C.Y.	2-#3	2.0 C.Y.	2-#4	4.0 C.Y.	2-#6	7.0 C.Y.	2-#8
14"	1.5 C.Y.	2-#4	3.0 C.Y.	2-#4	5.5 C.Y.	2-#6	*	*
16"	2.0 C.Y.	2-#4	3.5 C.Y.	2-#4	7.0 C.Y.	2-#7	*	*

BLOCK FOR EXTERNAL VERTICAL BENDS
DESIGN PRESSURE 180 PSI

* BLOCKING FOR 14" AND 16" 90° BENDS AND FOR ALL BENDS LARGER THAN 16" WILL BE SHOWN ON THE PLANS.



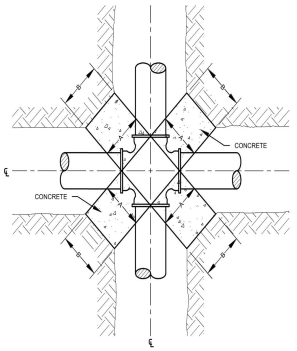
BAR BEND DETAIL



NOTES:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR VERTICAL BEND		613
APPROVED: MCC			



CROSS BLOCKING

CROSS BLOCKING
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

CROSS DIA.	BLOCKING DIMENSIONS		
	A	B	*C
4"x 4"	0'-11"	1'-0"	1'-0"
6"x 6"	1'-2"	1'-7"	1'-0"
8"x 8"	1'-4"	2'-2"	2'-2"
10"x 10"	1'-8"	2'-8"	2'-8"
12"x 12"	1'-10"	3'-2"	3'-2"
14"x 14"	2'-2"	3'-8"	3'-8"
16"x 16"	2'-4"	4'-3"	4'-3"

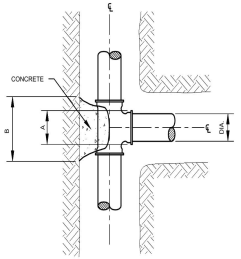
*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH

NOTES:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING
2. BLOCK CROSSES WITH DIFFERENT SIZE RUNS FOR THE LARGER RUN IN ALL DIRECTIONS.
3. BLOCKING FOR CROSSES LARGER THAN 16" WILL BE AS SHOWN ON THE PLANS.
4. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
5. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

CROSS BLOCKING

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR CROSS		614
APPROVED: MCC			



TEE

"T" BLOCKING
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

"T" RUN DIA.	STEM DIA.	BLOCKING DIMENSIONS		
		A	B	*C
TEE				
4"	ALL	1'1"	1'-0"	1'-0"
6"	ALL	1'-2"	1'-7"	1'-0"
8"	ALL	1'-4"	2'-2"	2'-2"
10"	ALL	1'-8"	2'-8"	2'-8"
1'-0"	THRU 6"	1'-10"	1'-10"	1'-8"
1'-0"	OVER 6"	1'-10"	3'-2"	3'-2"
1'-2"	THRU 8"	2'-2"	2'-2"	1'-11"
1'-2"	OVER 8"	2'-2"	3'-8"	3'-8"
1'-4"	THRU 8"	2'-4"	2'-4"	2'-2"
1'-4"	OVER 8"	2'-4"	4'-3"	4'-3"

*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH

NOTE:

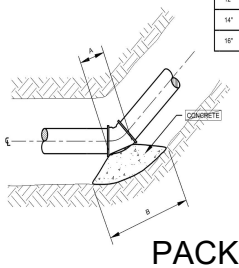
1. FORM ALL CONCRETE THRUST BLOCKING. DO NO PLACE UN-FORMED THRUST BLOCKING.
2. BLOCKING FOR TEES LARGER THAN 16" RUN TO BE SHOWN ON THE PLANS.
3. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
4. FITTING TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR TEE		615
APPROVED: MCC			

BLOCKING FOR HORIZONTAL BENDS
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

DIA. OF PIPE	DEGREE OF BEND											
	11 1/4°			22 1/2°			45°			90°		
	A	B	*C	A	B	*C	A	B	*C	A	B	*C
4"	0'-4"	1'-0"	1'-0"	0'-5"	1'-2"	1'-0"	0'-8"	1'-0"	1'-2"	0'-11"	1'-3"	1'-3"
6"	0'-7"	1'-0"	1'-0"	0'-7"	1'-5"	1'-0"	0'-8"	1'-5"	1'-5"	1'-3"	1'-11"	1'-11"
8"	0'-8"	0'-10"	1'-2"	0'-9"	1'-4"	1'-4"	0'-10"	1'-10"	1'-10"	1'-6"	2'-6"	2'-6"
10"	0'-10"	1'-0"	1'-5"	0'-11"	1'-8"	1'-8"	1'-1"	2'-4"	2'-4"	1'-11"	3'-2"	3'-2"
12"	1'-0"	1'-3"	1'-8"	1'-1"	2'-0"	2'-0"	1'-3"	2'-10"	2'-10"	2'-2"	3'-10"	3'-10"
14"	0'-11"	1'-5"	1'-11"	1'-1"	2'-4"	2'-4"	1'-3"	3'-3"	3'-3"			
16"	1'-1"	1'-6"	2'-2"	1'-2"	2'-8"	2'-8"	1'-5"	3'-9"	3'-9"			

*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH

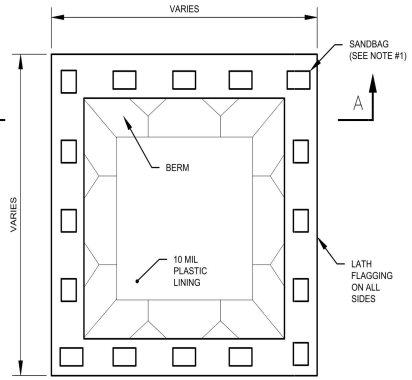


NOTES:

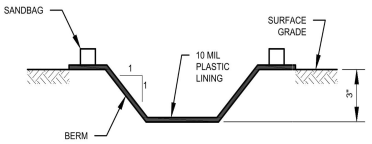
1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTING TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

PACKET

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR HORIZONTAL BENDS		616
APPROVED: MCC			



DEPRESSED WASHOUT



SECTION 'A-A'

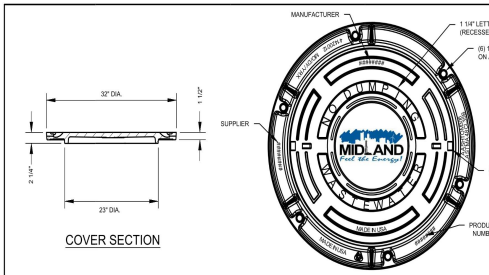
NOTES:

1. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR TWO SECURELY FASTENED STAKES AROUND ENTIRE WASHOUT PERIMETER.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

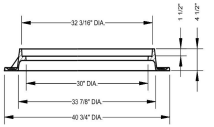
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CONCRETE WASHOUT OPTION 1		704

4.315

CITY OF MIDLAND APPROVED ENGINEERING
04.18.2023
AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE



COVER SECTION



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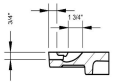


PICKHOLE DETAIL

NOTES:

1. MANHOLE COVERS TO BE CAST WITH THE FOLLOWING:
"NO DUMPING"
CITY OF MIDLAND LOGO
"WASTEWATER"
EAST JORDAN Y14202Z1Y14-30A ASSEMBLY OR APPROVED EQUAL
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

May 23, 2023

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPICAL WASTEWATER MANHOLE COVER		503
APPROVED: MCC			

NO.	DATE	REVISIONS	BY

Westwood
Westwood Professional Services, Inc.
(810) 225-2500
www.westwoodps.com

MIDLAND Engineering Services

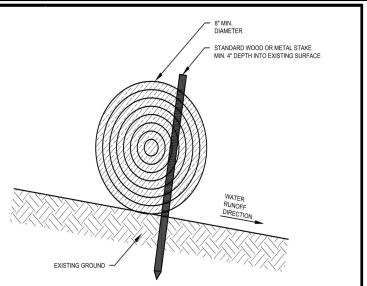
STATE OF MICHIGAN
MARK L. MILLER
135378
LICENSED PROFESSIONAL ENGINEER
1/15/2022

MAIN STREET UTILITIES
CITY OF MIDLAND
STANDARD DETAILS

JOB NO.:	28221.01
DATE:	JANUARY 2022
DESIGN:	IHW
DRAWN:	IHW
CHECKED:	MLM

SHEET C-29

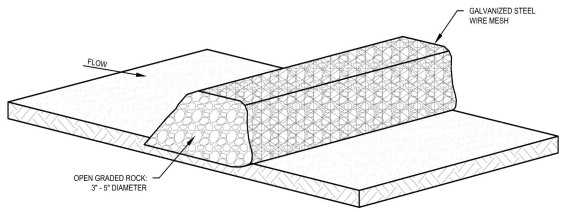
File: N:\2022\28221.01\1_project_data\Dwg\Civil\28221.01_STANDARD_DETAILS.dwg



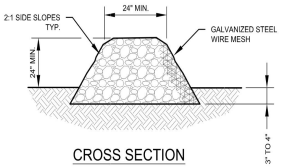
NOTES:

1. THIS DETAIL IS TO USED FOR SHEET FLOW CONDITIONS ONLY. DO NOT USE FILTER SOCK FOR POINT FLOW OR CONCENTRATED FLOW CONDITIONS.
2. DO NOT USE FILTER SOCK FOR SHEET FLOW WATERSHEDS LARGER THAN ONE (1) ACRE.
3. USE POLYPROPYLENE NETTING, BURLAP, OR JUTE FABRIC TO CONSTRUCT THE FILTER SOCK.
4. FILL FILTER SOCK WITH STRAW, HAY, COCONUT FIBER, OR COMPOSITE MATERIAL.
5. PLACE STAKING EVERY THREE (3) TO FOUR (4) FEET AT A MINIMUM.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	FILTER SOCK		707



ISOMETRIC VIEW

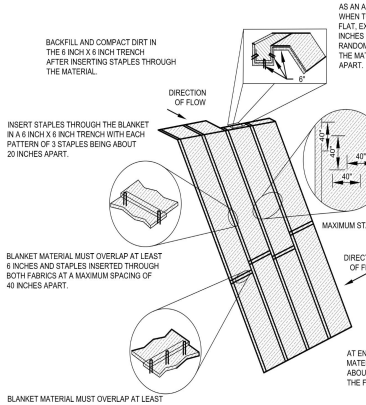


CROSS SECTION

NOTES:

1. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
2. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

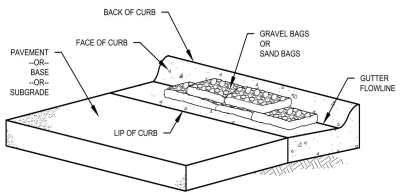
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	ROCK FILTER DAM		708
APPROVED: MCC			



NOTES:

1. THE FOLLOWING PRODUCTS, OR AN EQUAL APPROVED BY THE ENGINEERING SERVICES REPRESENTATIVE MAY BE USED;
   ECS S-1 STANDARD STRAW
   ECS HIGH VELOCITY STRAW
   LANDLOK BON-TERRA S2, ENS2 OR ENCS2
   NORTH AMERICAN GREEN S75, S75BN, S150, S150BN, OR SC150
2. APPLY SEED AS RECOMMENDED BY MANUFACTURER'S SPECIFICATIONS.
3. LAY BLANKETS PARALLEL TO THE DIRECTION OF WATER FLOW. SPREAD BLANKETS EVENLY WITHOUT STRETCHING SO FIBERS ARE IN DIRECT CONTACT WITH THE SOIL.
4. BURY THE UPSLOPE END OF EACH BLANKET AT LEAST 6 INCHES IN A VERTICAL TRENCH WITH THE SOIL PRESSED FIRMLY AGAINST THE EMBEDDED MAT. ADDITIONAL CHECK TRENCHES AT 50 FEET INTERVALS MAY BE DESIRABLE ON STEEP GRADES OR LONG FLOW AREAS.
5. STAPLE STRIP ENDS AND END OVERLAPS WITH NOT MORE THAN 20 INCHES BETWEEN STAPLES. STAPLE ALL OTHER JOINTS AND EDGES AT 40 INCH INTERVALS.
6. USE U-SHAPED STAPLES TO ANCHOR BLANKETS THAT ARE 11 GAUGE OR HEAVIER STEEL WIRE HAVING A SPAN WIDTH OF 1 INCH AND A LENGTH OF 6 INCHES OR MORE FROM TOP TO BOTTOM AFTER BENDING.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

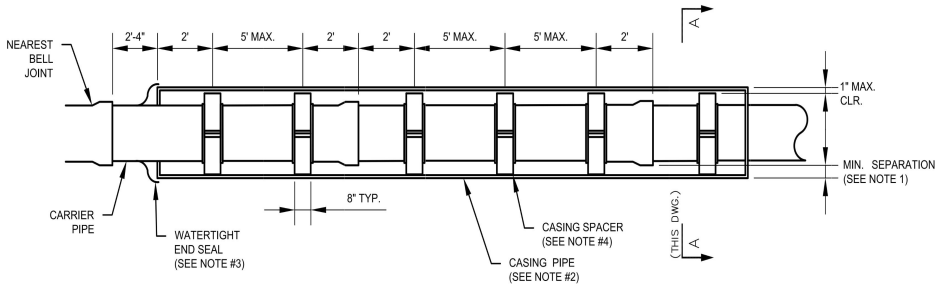
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	EROSION CONTROL BLANKET AND VEGETATION		711
APPROVED: MCC			



NOTES:

1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

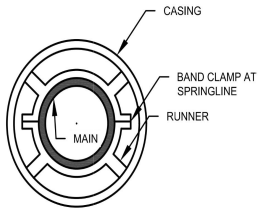
DRAWN: DPM	CHECKED: MCC	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	CURB GRAVEL OR SAND BAGS		712



CROSS SECTION VIEW

NOTES:

1. CASING PIPE TO BE MINIMUM TWO (2) NOMINAL SIZES LARGER IN DIAMETER THAN CARRIER PIPE.
2. CASING PIPE TO BE NO LESS THAN 12" DIAMETER PIPE. 12"-16" DIAMETER CASING PIPE MAY BE STEEL OR PVC PIPE. CASING PIPE LARGER THAN 16" DIAMETER MUST BE STEEL PIPE. STEEL CASING PIPE TO BE MINIMUM 1/4" WALL THICKNESS. PVC CASING PIPE TO BE SDR-26 D2241 OR C-900.
3. CASING PIPE TO BE STEEL OR PVC.
4. WATER TIGHT END SEAL TO BE GROUT OR APPROVED MANUFACTURED SEAL.
5. CASING SPACERS TO BE HDPE OR APPROVED EQUAL, MINIMUM FOUR (4) EQUALLY SPACED RUNNERS, WITH BAND CLAMP JOINT LOCATED AT SPRINGLINE. SPACERS FOR CASING PIPE LARGER THAN 24" DIAMETER REQUIRE MINIMUM SIX (6) EQUALLY SPACED RUNNERS.
6. CASING INSTALLED IN OPEN TRENCH IS TO BE BACKFILLED PER CURRENT CITY STANDARDS FOR AN UN-ENCASED MAIN.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



SECTION 'A-A'

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPICAL PIPE CASING DETAIL		805
APPROVED: MCC			

NO.	DATE	REVISIONS	BY

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(512) 633-1500
www.westwoodps.com

MIDLAND Engineering Services

STATE OF TEXAS
MARK L. MILLER
135378
LICENSED PROFESSIONAL ENGINEER
1/15/2022

MAIN STREET UTILITIES
CITY OF MIDLAND
STANDARD DETAILS

JOB NO.:	28221.01
DATE:	JANUARY 2022
DESIGN:	IHW
DRAWN:	IHW
CHECKED:	MLM

SHEET
C-30

CITY OF MIDLAND
APPROVED
04.10.2023
ENGINEERING

PACKET
4 of 16
May 23, 2023

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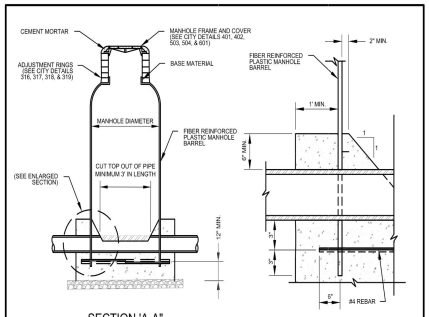
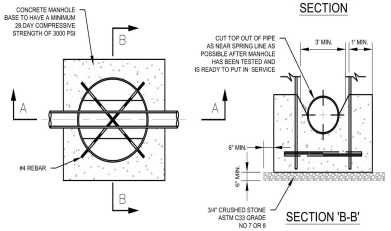


SECTION 'A-A'

ENLARGED SECTION



SECTION 'B-B'

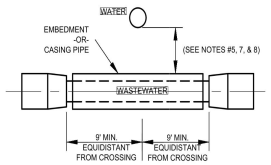
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
MIDLAND Engineering Services	TYPICAL FIBERGLASS MANHOLE		313(A)

NOTES:

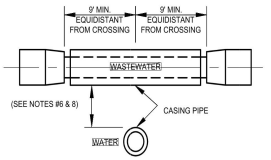
1. 48" DIAMETER MANHOLES TO BE USED FOR PIPE DIAMETERS OF 24" OR SMALLER ONLY.
2. INSTALL DROPS AND INTERSECTING PIPES ONLY WHEN CALLED FOR IN CONSTRUCTION DRAWINGS.
3. SET MANHOLE FRAME IN SEALANT PER CITY OF MIDLAND STANDARD SPECIFICATIONS.
4. NEW MANHOLE TO HAVE SEAMLESS AND CONTINUOUS NECK, SHOULDER, AND BARREL.
5. ALL CONCRETE TO BE CLASS "A" CONCRETE.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
MIDLAND Engineering Services	TYPICAL FIBERGLASS MANHOLE		313(B)

NEW WASTEWATER UNDER WATER



NEW WASTEWATER OVER WATER



NOTES:

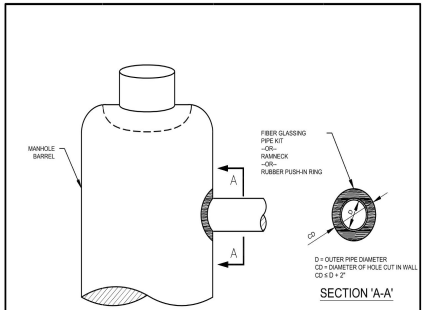
1. SEE CITY DETAIL 307 FOR NEW WATER MAIN REQUIREMENTS AT WASTEWATER MAIN CROSSINGS.
2. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
3. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. CENTER NEW WASTEWATER MAIN PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUIDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. WASTEWATER MAIN IS TO CROSS WATER MAIN AT 90° ANGLE.
5. NEW WASTEWATER MAIN CROSSING BENEATH NEW OR EXISTING WATER MUST COMPLY WITH ONE OF THE FOLLOWING:
   A. WASTEWATER MAIN PIPE TO BE PRESSURE RATED SDR-26 D2241 PIPE OR APPROVED EQUAL FROM MANHOLE TO MANHOLE WITH MINIMUM 18.0' LONG CEMENT STABILIZED SAND ENCASEMENT (2.5 SACKS/CUBIC YARD) CENTERED ON THE CROSSING. VERTICAL SEPARATION FROM OUTER EDGE OF WATER MAIN TO BE NO LESS THAN 2.0'.
   B. WASTEWATER MAIN PIPE TO BE HEAVY-WALL GRAVITY PIPE SDR-26 D3034 OR APPROVED EQUAL FROM MANHOLE TO MANHOLE WITH MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING. VERTICAL SEPARATION FROM OUTER EDGE OF WATER MAIN TO BE NO LESS THAN 0.5'.
6. NEW WASTEWATER MAIN CROSSING OVER NEW OR EXISTING WATER MAIN TO BE PRESSURE RATED SDR-26 D2241 PIPE OR APPROVED EQUAL FROM MANHOLE TO MANHOLE WITH MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING. VERTICAL SEPARATION FROM OUTER EDGE OF WATER MAIN TO BE NO LESS THAN 2.0'.
7. NEW WATER MAINS CROSSING OVER EXISTING WASTEWATER MAINS ARE COVERED IN CITY DETAIL 307.
8. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS.
9. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
10. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	NEW WASTEWATER MAIN CROSSING WATER MAIN		309
APPROVED: MCC			

CITY OF MIDLAND APPROVED ENGINEERING 04.10.2023

APPROVAL TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS pursuant to, or authorized by, the City Standard Details & Specifications, or of the City Ordinances, of the City Standard Details & Specifications, or of any other ordinances or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of the APPROVAL, based on the construction drawings and other data submitted to the Engineering Services Department, shall not prevent the Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services is authorized to grant, in writing, exceptions to any of the rules of the infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

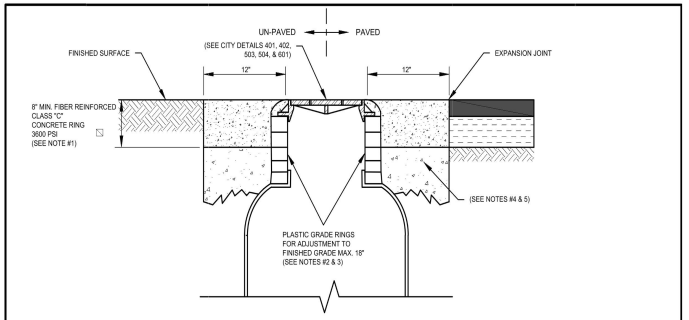


SECTION 'A-A'

NOTES:

1. THE DIAMETER OF THE CUTOUT IN THE MANHOLE BARREL IS TO BE NO MORE THAN 2.0" WIDER THAN THE OUTER WALL DIAMETER OF THE PENETRATING PIPE.
2. THE PENETRATING PIPE IS TO BE CENTERED IN THE MANHOLE BARREL CUTOUT.
3. PIPES PENETRATING MANHOLE MUST BE MINIMUM 6" DIAMETER, AND SERVICE LINES MUST BE CONSTRUCTED TO CITY WASTEWATER MAIN OR STORM DRAIN STANDARDS WITHIN PUBLIC RIGHT OF WAY OR EASEMENT.
4. FORM FLOW SURFACE AND MOUND CONCRETE AROUND PIPE PENETRATIONS, TO FORM A SEAL, IN ONE CONTINUOUS PLACEMENT OPERATION.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE:	DETAIL:	
MIDLAND Engineering Services	TYPICAL FIBERGLASS MANHOLE PIPE PENETRATION		314

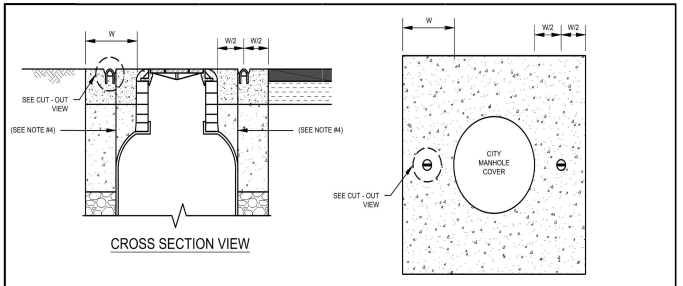


NEW MANHOLE RING & COVER ADJUSTMENT

NOTES:

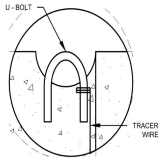
1. INSTALL 12" MIN. FIBER REINFORCED CLASS "C" CONCRETE RING, 3600 PSI, WHEN MANHOLE IS LOCATED IN AN ARTERIAL R.O.W.
2. GRADE RINGS TO MEET ASTM STANDARD A48 AND TO BE 2", 4", OR 6" THICKNESS AS REQUIRED. INSTALL ASPHALT TAR IN THICK, UNIFORM COATING OVER ALL OUTER ADJUSTMENT RING SURFACES AND JOINTS.
3. ENGINEERING SERVICES REPRESENTATIVE AND UTILITY SERVICES REPRESENTATIVE MAY ALLOW GREATER ADJUSTMENT RING DEPTH TO ACCOMMODATE PAVING STRUCTURES.
4. REMOVE ALL MATERIAL EXCAVATED FROM SITE AND EXCAVATION.
5. FILL ANY OVER-EXCAVATION WITH FLOWABLE FILL 2-SACK (2-SACK = 188 LBS/CY, PORTLAND CEMENT).
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	NEW MANHOLE RING & COVER ADJUSTMENT		318
APPROVED: MCC			



CROSS SECTION VIEW

PLAN VIEW



CUT - OUT VIEW

NOTES:

1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGUARDING MANHOLES, COVERS, CONCRETE RINGS, ETC.
2. U - BOLT IS TO BE GALVANIZED STEEL RATED FOR OUDOOR EXPOSURE, 1.0" DIAMETER.
3. U - BOLT IS TO BE SET FLUSH WITH FINISHED SURFACE OF CONCRETE RING. THERE IS TO BE A SMALL DEPRESSION IN THE CONCRETE SUFFICIENT TO ALLOW A CLAMP OR WIRE TO BE PLACED AROUND THE EXPOSED METAL.
4. TRACER WIRE PER DETAIL 310(A) TO BE TAPED TO SIDE OF MANHOLE AND WRAPPED SECURELY TO END OF U-BOLT WHEN INSTALLED. TRACER WIRE IS TO REMAIN ENTIRELY COVERED.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	MANHOLE DETECTOR WIRE END		321
APPROVED: MCC			

4317

May 23, 2023

NO.	DATE	REVISIONS	BY

Westwood
Professional Services
Texas
511 E. John Carpenter Freeway, Suite 110
Irving, TX 75062
(281) 207-5100
www.westwoodps.com
Westwood Professional Services, Inc.
TBPE F-1409 | TBPLS 10193914 | TBPELS F-11756

MIDLAND Engineering Services

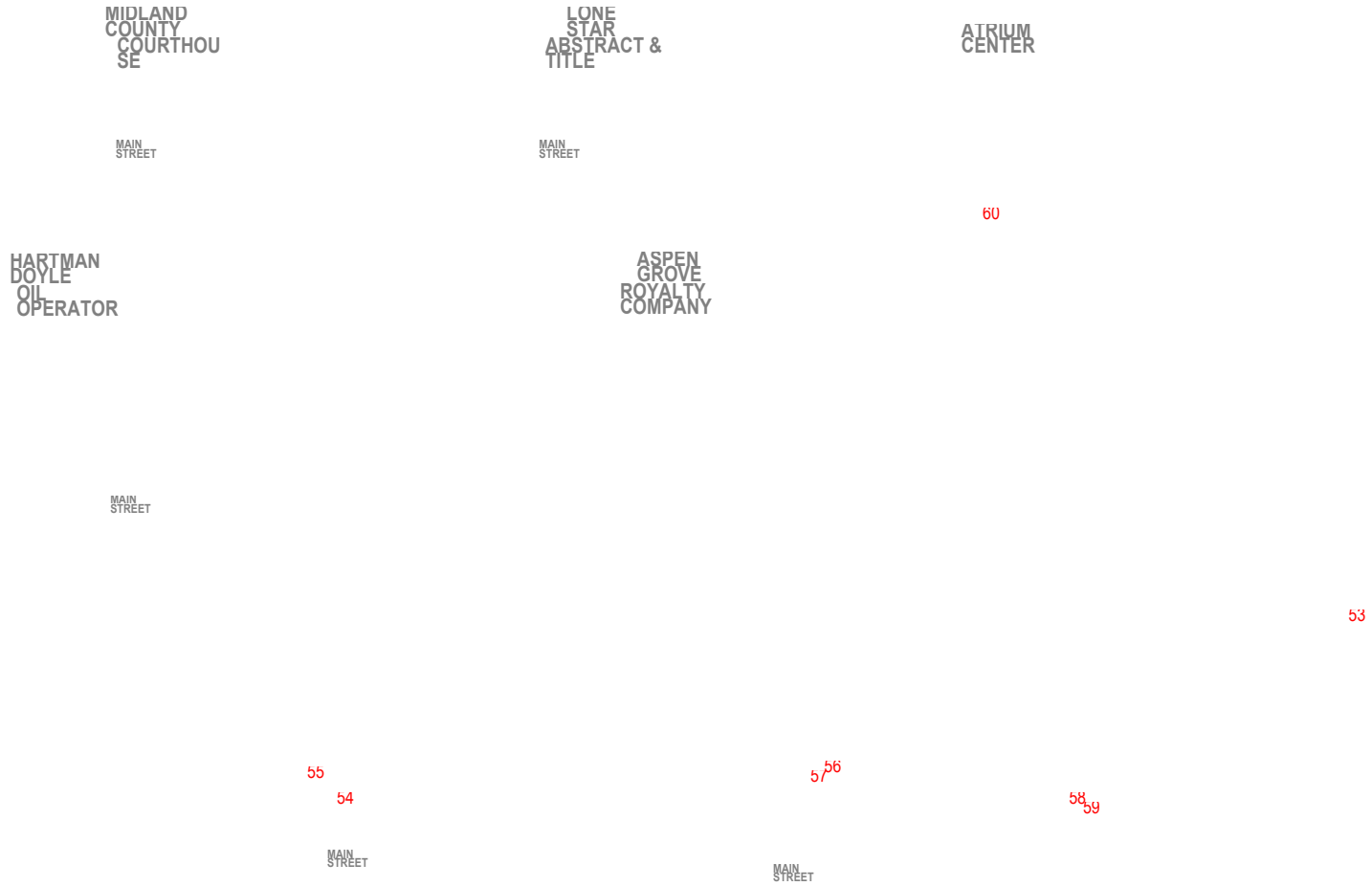
STATE OF TEXAS
MARK L. MILLER
135378
LICENSED PROFESSIONAL ENGINEER
1/15/2022

MAIN STREET UTILITIES
CITY OF MIDLAND
STANDARD DETAILS

JOB NO.:	28221.01
DATE:	JANUARY 2022
DESIGN:	IHW
DRAWN:	IHW
CHECKED:	MLM

SHEET
31

File: N:\2028221.01\1 project data\Dwg\Civil\28221.01 STANDARD DETAILS.dwg



KEYED NOTES:

1) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 670 SY FROM NORTH OF TENNESSEE AVE TO LOUISIANA AVE ALONG MAIN ST INCLUDING ALL LATERALS. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

2) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 700' FROM NORTH OF TENNESSEE AVE TO LOUISIANA AVE ALONG MAIN ST INCLUDING ALL SERVICE LATERALS CONNECTED TO REMOVED PIPE.

3) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 100' ALONG MICHIGAN AVE AT MAIN ST INTERSECTION.

4) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 125 SY ALONG MICHIGAN AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

5) REMOVE EXISTING FIRE HYDRANT ASSEMBLY. INSTALL FIRE HYDRANT ASSEMBLY IN NEW LOCATION. EXISTING FIRE HYDRANT TO BE RETURNED TO THE CITY OF MIDLAND WHEN REMOVED.

6) REMOVE 10' EXISTING CURB AND GUTTER. REPLACE WITH MATCHING CURB SECTION. REMOVE AND REPLACE EXISTING CONCRETE SIDEWALK.

7) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 95' ALONG KANSAS AVE AT MAIN ST INTERSECTION.

8) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 100 SY ALONG KANSAS AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

9) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 2,900 SY ALONG MAIN ST FROM KANSAS AVE TO PARKER AVE INCLUDING ALL LATERALS. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. DRIVEWAYS IMPACTED DURING CONSTRUCTION SHALL BE REMOVED AND REPLACE 6" ST CONCRETE

10) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 3,500' FROM KANSAS AVE TO PARKER AVE INCLUDING ALL SERVICE LATERALS CONNECTED TO REMOVED PIPE.

11) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 100' ALONG BAIRD ST AT MAIN ST INTERSECTION.

12) REMOVE EXISTING 12" CAST IRON PIPE APPROXIMATELY 135' ALONG BAIRD ST AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

13) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 60' ALONG WESTES AVE AT MAIN ST INTERSECTION.

14) PROTECT 5' EXISTING CURB AND GUTTER CENTERED ON EXISTING WATER SERVICE.

15) CAUTION: EXISTING GAS LINE. PROTECT 5' EXISTING CURB AND GUTTER CENTERED ON EXISTING WATER SERVICE.

16) REMOVE EXISTING FIRE HYDRANT ASSEMBLY. INSTALL FIRE HYDRANT ASSEMBLY IN NEW LOCATION. EXISTING FIRE HYDRANT TO BE RETURNED TO THE CITY OF MIDLAND WHEN REMOVED.

17) REMOVE 8' EXISTING CURB AND GUTTER. REPLACE WITH MATCHING CURB SECTION.

18) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 110' ALONG BAIRD ST.

19) REMOVE EXISTING 12" CAST IRON PIPE APPROXIMATELY 135' ALONG BAIRD ST.

20) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 170 SY ALONG BAIRD ST AND E COLORADO AVE. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

54) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 60' ALONG WESTES AVE AT MAIN ST INTERSECTION.

55) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 70 SY ALONG ESTES AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

56) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 110' ALONG COWDEN AVE AT MAIN ST INTERSECTION.

57) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 155 SY ALONG COWDEN AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

58) REMOVE EXISTING 8" CAST IRON PIPE APPROXIMATELY 120' ALONG NOBLES AVE AT MAIN ST INTERSECTION.

59) ASPHALT PAVEMENT REMOVAL APPROXIMATELY 110 SY ALONG NOBLES AVE AT MAIN ST INTERSECTION. PLACE 2" TYPE 'D' HMAC PAVEMENT AND FLOWABLE FILL PER CITY DETAIL 311, SHEET C-26. MATCH ASPHALT PAVEMENT AREA REMOVED.

60) REMOVE EXISTING 20" CAST IRON PIPE APPROXIMATELY 350' ALONG MAIN ST FROM LOUISIANA AVE TO KANSAS AVE.

CONSTRUCTION NOTES:

* CAUTION: EXISTING ACTIVE GAS LINE

CAUTION: EXISTING ACTIVE UTILITY LINE

City Council Meeting

Item Number: 5

Meeting Date: May 23, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE SH 191 WASTEWATER MAIN EXTENSION TO EDGARDO MADRID & ASSOCIATES, LLC, FOR A COST OF $2,984,109.25; APPROVING $596,822.00 FOR CONTINGENCIES; AND TRANSFERRING AND APPROPRIATING FUNDS (DISTRICT 4) (GENERAL SERVICES)

Purpose:

Resolution awarding a contract for the SH 191 Wastewater Main Extension to Edgardo Madrid and Associates of Midland, Texas for the Utilities Department for a cost of $2,984,109.25; approving $596,822.00 for contingencies; for a total cost of $3,580,931.25 and appropriating funds therefore, and authorizing payment.

Recommended City Council Action:

Approve

Fiscal Impact:

$2,984,109.25 will be transferred from Midland Development Corporation per MDC resolution # ED-434 and City of Midland Motion 017-2023 and will be appropriated to a project for said purposes. Funds of $596,822.00 are available in the Water and Sewer FY2023 operations budget and will be transferred and appropriated to a project for said purposes.

Discussion:

Motion 018-2023 approved plans and specifications and authorized advertisement for bids for the SH 191 Wastewater Main Extension for the Utilities Department. The bid request was sent to sixty-three (63) companies. We received four (4) bids. Staff recommends awarding a contract to Edgardo Madrid and Associates. The project timeline is projected at 365 calendar days. Please see the attached memo from Carl Craigo, Utilities Director, for more information.

Therefore, please consider a resolution awarding a contract for the SH 191 Wastewater Main Extension to Edgardo Madrid and Associates of Midland, Texas for the Utilities Department for a cost of $2,984,109.25; approving $596,822.00 for contingencies; for a total cost of $3,580,931.25 and appropriating funds therefore, and authorizing payment.

Tina Daugherty

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Carl Craigo, P.E., Utilities Director

SUBJECT: Consider a Resolution Accepting the Bid for the construction of the SH 191 Sewer Extension and allocate funds.

DATE: March 28, 2023

The Midland Development Corporation has land in need of development along State Highway 191. The land currently has water service but no sewer. Utilities had Parkhill design the 2 miles of 12" wastewater main extension from SH 158 to the MDC's property on SH 191.

The project received four bids with the low bidder being Edgardo Madrid & Associates, LLC at a cost of $2,984,109.25. MDC's board has authorized reimbursement of construction costs up to $3.24M which is based on the opinion of probable cost from Parkhill plus a 20% contingency.

Utilities request to accept the bid for the construction of the 191 project to Edgardo Madrid & Associates, LLC to be allocated out of Utilities' unallocated funds of $596,822.00 and reimbursed by MDC at a not to exceed cost of $2,984,109.25 for a total cost of $3,580,931.25.

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE SH 191 WASTEWATER MAIN EXTENSION TO EDGARDO MADRID & ASSOCIATES, LLC, FOR A COST OF $2,984,109.25; APPROVING $596,822.00 FOR CONTINGENCIES; AND TRANSFERRING AND APPROPRIATING FUNDS

WHEREAS, Motion 018-2023 approved plans and specifications and authorized the advertisement for bids for the SH 191 Wastewater Main Extension; and

WHEREAS, bids were opened on May 3, 2023, with the lowest bid being submitted by Edgardo Madrid & Associates, LLC, as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by Edgardo Madrid & Associates, LLC, to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Edgardo Madrid & Associates, LLC, for the SH 191 Wastewater Main Extension; and

WHEREAS, the City Council finds it to be in the public interest to approve $596,822.00 for contingencies;

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

SECTION ONE. That the Interim City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Edgardo Madrid & Associates, LLC, for the SH 191 Wastewater Main Extension for an amount of $2,984,109.25. Said contract to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That the sum of $596,822.00 for contingencies is hereby approved for said contract.

SECTION THREE. That $2,984,109.25 shall be transferred from Midland Development Corporation per MDC Resolution #ED-434 and City of Midland Motion 017-

2023 and shall be appropriated to a project for said purposes. Funds of $596,822.00 are available in the Water and Sewer FY2023 operations budget and shall be transferred and appropriated to a project for said purposes.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Edgardo Madrid & Associates, LLC, pursuant to the terms of said contract upon receipt of proper invoices or statements approved by the Interim City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Morris Williams, Jr., Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Parkhill

May 8, 2023

Mr. Carl Craigo, PE
Director of Utilities
City of Midland
300 N. Lorraine
Midland, Texas 79701

Re: City of Midland SH-191 Wastewater Main Extension
Recommendation for Award of Construction Contract

Dear Mr. Craigo:

We reviewed bids for the noted project received May 3, 2023, and determined all bids were submitted in accordance with guidelines established in the bid documents as well as procedures adopted by City of Midland. Bids were determined tabulated properly and are consistent with figures recorded during the bid opening. Enclosed is a detailed bid tabulation form for reference.

We recommend the Construction Contract for the City of Midland SH-191 Wastewater Main Extension project be awarded to the low bidder, Edgardo Madrid & Associates, LLC, including all Base Bid Proposal items for **total Contract amount of $2,984,109.25.**

For anything further, please contact me directly.

Sincerely,

PARKHILL

By _____
Kevin W. Krueger, PE
Senior Project Manager

KWK/kg
Encl

\\Data1\Projects3\2022\6131.22\04_PRCMNT\04_OPEN\Owner-AwardRecommendation.docx

1700 West Wall Street | Suite 100 | Midland, Texas 79701 | 432.697.1447 Parkhill.com

Parkhill

CITY OF MIDLAND SH-191 WASTEWATER MAIN EXTENSION

MIDLAND, TEXAS

May 3, 2023

2:00 PM

	BASE BID			EDGARDO MADRID & ASSOCIATES, LLC 6216 SPAHN STREET MIDLAND, TEXAS 79706		TEC EXCAVATION, INC. PO BOX 80455 MIDLAND, TEXAS 79708		BOLER EQUPMENT SERVICE, INC. 4611 SINCLAIR AVE MIDLAND, TEXAS 79707		BRETT CONSTRUCTION CO., INC. 2007 NCR 1120 MIDLAND, TEXAS 79706	
Item No.	**Description**	**Quantity**	**Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
1	Mobilization/Demobilization (Max. 5%)	1	LS	$39,760.00	$39,760.00	$145,000.00	$145,000.00	$220,650.00	$220,650.00	$25,000.00	$25,000.00
2	Traffic Control	1	LS	$42,600.00	$42,600.00	$3,000.50	$3,000.50	$10,000.00	$10,000.00	$12,000.00	$12,000.00
3	Stormwater Pollution Prevention Plan and Erosion Control	1	LS	$49,700.00	$49,700.00	$55,000.00	$55,000.00	$10,000.00	$10,000.00	$12,000.00	$12,000.00
4	Utility Sign	25	EA	$177.50	$4,437.50	$200.00	$5,000.00	$155.00	$3,875.00	$250.00	$6,250.00
5	Install New Gate	1	EA	$9,940.00	$9,940.00	$4,500.00	$4,500.00	$5,500.00	$5,500.00	$8,000.00	$8,000.00
6	Soil Preparation/Re-seeding	1	LS	$25,560.00	$25,560.00	$177,000.00	$177,000.00	$20,000.00	$20,000.00	$15,000.00	$15,000.00
7	12" ASTM D3034 SDR 26 Wastewater Main	9,605	LF	$228.12	$2,191,092.60	$248.00	$2,382,040.00	$375.00	$3,601,875.00	$500.00	$4,802,500.00
8	4' Dia. FRP MH (0-6' Depth)	23	EA	$15,336.00	$352,728.00	$8,100.00	$186,300.00	$14,385.00	$330,855.00	$13,050.00	$300,150.00
9	4' Dia. FRP MH Extra Depth	230	VF	$423.16	$97,326.80	$850.00	$195,500.00	$406.00	$93,380.00	$500.00	$115,000.00
10	Warning Tape and Tracer Wire	9,605	LF	$0.35	$3,361.75	$0.30	$2,881.50	$2.00	$19,210.00	$0.50	$4,802.50
11	20" Steel Casing (Open Trench)	87	LF	$276.90	$24,090.30	$1,050.00	$91,350.00	$278.00	$24,186.00	$350.00	$30,450.00
12	Connect to Existing Wastewater Main	1	EA	$5,857.50	$5,857.50	$3,700.00	$3,700.00	$3,500.00	$3,500.00	$15,000.00	$15,000.00
13	Sewer Stubout Plug	1	EA	$1,263.80	$1,263.80	$650.00	$650.00	$2,500.00	$2,500.00	$450.00	$450.00
14	Trench Safety (Including Plan)	9,605	LF	$14.20	$136,391.00	$5.00	$48,025.00	$30.00	$288,150.00	$12.00	$115,260.00
	TOTAL				**$2,984,109.25**		**$3,299,947.00**		**$4,633,681.00**		**$5,461,862.50**

Parkhill

PROJECT MANUAL

CITY OF MIDLAND

SH-191 Wastewater Main Extension

April | 2022

Parkhill Project # 01613122

City of Midland Project #22001780

Parkhill

PROJECT MANUAL

CITY OF MIDLAND

SH-191 Wastewater Main Extension





03/17/2023

April | 2022

Parkhill Project # 01613122

City of Midland Project #22001780

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APPENDICES

Appendix A: Geotechnical Engineering Report

ADVERTISEMENT

CITY OF MIDLAND
SH-191 WASTEWATER MAIN EXTENSION
BID PACKAGE
REQUEST FOR BIDS

The City of Midland (Owner) has issued a Request for Bids (RFB) in order to evaluate pricing and qualifications of a contractor to construct the following Project:

City of Midland, Texas
SH-191 Wastewater Main Extension
Bid Package

Bidders shall deliver sealed Bids to the Owner at the following address:

City of Midland
Office of the City Secretary
300 N. Loraine, 3rd Floor
Midland, Texas 79701

Bids must be received at the designated location no later than **2:00 PM, May 3, 2023**, at which time Bids will be opened and read. Project consists of the extension of a 12-inch gravity wastewater main from North of the intersection of SH 158 and SH 191 and extending approximately 9,500 feet to the West.

Bid Documents may be obtained from the Engineer by emailing bids@parkhill.com, or from Civcast at www.civcastusa.com. Bidders may examine the Bid Documents at the Engineer's Office, Parkhill, 1700 W. Wall Street, Midland, Texas, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office. It is the Bidder's sole responsibility to ensure all addenda have been received prior to submitting a bid.

A pre-bid conference for the Project will be held on April 19, 2023 at 3:00 at 1700 West Wall Street, Suite 100, Midland, Texas 79701. Attendance at the pre-bid conference is encouraged but not required.

For all further requirements regarding submittal, qualifications, procedures, and contract award, refer to the RFB.

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

Date Issued: March 17, 2023
By: Carl Craigo, PE
Title: Director of Utilities

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All Bids are to be submitted as specified in the procurement document(s).

2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this Bid. Any catalog or manufacturer's reference in this Bid is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the Bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.

3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.

4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base Bid price. Any Bid showing discounts will be considered an alternate Bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.

5. If the Contract is awarded, it will be awarded to either the lowest responsible Bidder, or to the Bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total Bid, or to reject any or all Bids or parts of Bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the Bid to the lowest responsible Bidder.

6. Time of proposed delivery shall be stated in number of calendar days.

7. NOTE: The City of Midland, Texas is exempt from all Federal, State, and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

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

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

10. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.

11. The City shall determine the most advantageous Bid for the City and accept the Bid of the responsible party submitting the lowest and/or most advantageous Bid or reject any and all Bids.

12. The City of Midland, Texas may consider as informal any Bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

12.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

12.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation
☐ Limited Liability Company ☐ Joint Venture comprised of the followingcompanies:	
1.	
2.	
3.	
Provide a separate Qualification Statement for each Joint Venturer.	
Date Business was formed:	State in which Business was formed:
Is this Business authorized to operate in the Project location?	☐ Yes ☐ No ☐ Pending

12.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

EJCDC C-451, Qualifications Statement.
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12.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

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ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	

Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	
Business address:	

Date of Business's most recent financial statement:		☐ Attached
Date of Business's most recent audited financial statement:		☐ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

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Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	☐ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		☐ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☐ Yes ☐ No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

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8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:		As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a Bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No				
Been released from a Bid in the past 5 years? ☐ Yes ☐ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☐ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☐ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☐ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

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This Statement of Qualifications is offered by:

Business: _____
(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

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Schedule A—Current Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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REQUEST FOR BIDS (RFB)

CITY OF MIDLAND
SH-191 WASTEWATER MAIN EXTENSION
BID PACKAGE

The City of Midland (Owner) is now accepting Bids in order to evaluate pricing and qualifications of a contractor to construct the work identified as SH-191 Wastewater Main Extension Bid Package Project. Sealed Bids will be received until **2:00 PM, May 3, 2023**. Bidders shall deliver sealed Bids to the Owner at the following address:

City of Midland
Office of the City Secretary
300 N. Loraine, 3rd Floor
Midland, Texas 79701

Bid Documents may be obtained from the Engineer by emailing bids@parkhill.com, or from Civcast at www.civcastusa.com. Bidders may examine the Bid Documents at the Engineer's Office, Parkhill, 1700 W. Wall Street, Midland, Texas, 432.697.1447, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

GENERAL INFORMATION AND OVERVIEW

The purpose of this RFB is to contract with a firm to construct the SH-191 Wastewater Main Extension, Parkhill Project #01613122. The general scope of work to be performed includes but is not limited to:

- The extension of a 12-inch gravity wastewater main from North of the intersection of SH-158 and SH-191 and extending approximately 9,500 feet to the West.

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

BID PROCESS:

1. Requests for Information/Clarification (RFI/C's) shall be submitted to the Engineer, in writing and as indicated, no later than 72 hours prior to the RFB submittal deadline. Specific information regarding this RFB must be requested in writing to:

Kevin W. Krueger, PE
Parkhill
1700 West Wall Street, Suite 100
Midland, Texas 79701
Phone: 432.697.1447
Email: kekrueger@parkhill.com

2. Written responses to RFI/C's will be made available to all Respondents no later than 24 hours prior to the RFB Submittal Deadline.
3. Bid packages must be hand delivered, mailed, or shipped by means of a delivery tracking system to confirm delivery time, date, and person signing for delivery.
4. Bids will be opened at time and place indicated in the Advertisement, and unless obviously non-responsive, read aloud publicly. An abstract of amounts of Base Bids and major Alternates, if any, will be made available to Bidders after Bid opening.
5. The Owner shall exercise sole discretion as to the schedule and process of evaluating Bids according to the requirements contained herein.

Owner reserves right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject Bid of any Bidder Owner finds, after reasonable inquiry and evaluation, not responsible. If Bidder purports to add terms or conditions to Bid, takes exception to any provision of Bidding Documents, or attempts to alter contents of Contract Documents for purposes of Bid, Owner will reject Bid as nonresponsive; provided Owner also reserves right to waive all minor informalities not involving price, time, or changes in Work.

If Owner awards contract for Work, award shall be to responsible Bidder submitting lowest, responsive Bid.

EVALUATION OF BIDS

1. In evaluating Bids, Owner will consider if Bids comply with prescribed requirements, and such Alternates, unit prices, and other data, as requested in Bid Form or prior to Notice of Award.
2. For determination of apparent low Bidder(s), when Base Bid with Alternates are submitted, award may be made to Successful Bidder on Base Bid and any combination of additive Alternate Bids for which Owner determines funds will be available at time of award.
3. In evaluating if Bidder is responsible, Owner will consider Bidder qualifications and may consider qualifications and experience of subcontractors and Suppliers proposed for portions of Work. Identity of subcontractors and Suppliers must be submitted as provided in Bidding Documents.
4. Owner may conduct investigations as Owner deems necessary to establish responsibility, qualifications, and financial ability of Bidder and any proposed subcontractor or Supplier.

BID FORMAT & REQUIREMENTS:

1. The RFB shall be the basis for each Bid.
2. Bids shall be addressed to the Owner, as indicated, in a sealed package that shall be independent of the mailing/shipping packages. The Bid package shall be clearly marked as "City of Midland, SH-191 Wastewater Main Extension, Bid Package" on the package label. The package label shall include the name and address of the Respondent's company.
3. Bids shall be submitted in bound documents.
4. Bids sent by facsimile (fax) machine or by email shall be rejected as being non-responsive to the RFB.
5. Bid pricing shall be for the entirety of the work shown or specified and shall be listed on the Price Bid Sheet of this RFB.
6. All exclusions shall be listed in specific terms, quantities, and values.
7. No Respondent may withdraw its Bid within 60 days after the actual date of the opening thereof.
8. A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time of the RFB submittal deadline. Upon receipt of such notice, the unopened Bid will be returned to the Respondent.
    a. If a Respondent wishes to modify its Bid prior to the RFB submittal deadline, Respondent must withdraw its initial Bid in the manner specified and submit a new Bid prior to the date and time of the RFB submittal deadline.
    b. If within 24 hours after Bids are opened any Respondent files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Respondent may withdraw its Bid, and the Bid Security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.
9. Respondents shall satisfy themselves of the accuracy of the requirements in the RFB by examination of the sites in addition to the review of the Specifications and Addenda, if any. After Bids have been submitted, the Respondent shall not assert that there was a misunderstanding concerning the quantities of work or the nature of the work to be done. The RFB contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Respondent or relieve them from fulfilling any of the conditions of the Contract.
10. A certificate of insurance for general and automotive liability, and workers compensation in the amounts of at least $1,000,000, $250,000 and Statutory Limits respectively, naming Owner and Engineer as co-insured, shall be provided with the Bid. Bidder shall provide an insurance policy as an installation floater in an amount of no less than the value of the equipment and materials stored or pending start-up. Respondent's insurance company shall be required to give a minimum of 30 days prior notice of policy or coverage cancellation.

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

12. Bids shall include, at a minimum, the following Sections and documentation in response to the RFB:

    a. Request for Bid Document – A complete copy of the RFB, including Addenda, if any, shall be submitted as a Bid Section, in its entirety, to include the Price Bid Sheet to be completed by the Respondent.

    b. Pricing, as follows:

        i. Pricing shall be submitted by item on the attached Price Bid Sheet. Failure to price all listed sites and items shall be considered non-responsive to the RFB.

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

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

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

        v. Pricing shall include insurance and bonding costs.

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

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

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

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

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

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

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

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

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

        viii. Listing of all sub-contractors proposed to be used, including a complete Statement of Qualifications as required under this Section to be completed by the sub-contractor.

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

x. Brief resume of each person to be assigned to this Project, to include:

- The individual's technical background as it relates to this Project and related field of interest.
- The individual's duration with the Bidder's company.
- The individual's proximity to the Owner's facilities as a reasonable response expectation for technical and service support.
- The individual's company of employment if different from the Respondent.

xi. Areas of specialization including required licenses and certifications. Include copy of current TCEQ license(s).

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

d. Reference Section shall include:

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

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

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

e. Project Schedule:

i. Include with your Bid a detailed Project schedule from the Notice to Proceed for the timetable for completing the construction of the Work.

f. Bid Bond with required Bid Security.

TERMS AND CONDITIONS:

1. The Owner hereby notifies all Respondents that:

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

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

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

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

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

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

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

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

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

7. Evaluation of Bids will be based on the criteria stated herein. The best Bid submitted by a responsible, responsive, qualified Respondent will be negotiated with the Owner. If Bid amounts exceed the available funds to finance the contract, the Owner may reject all Bids or may award the contract on a negotiated Bid with deductible amounts applied as prioritized by the Owner to produce a net amount which is within available funds. The Owner reserves the right to waive any informalities or technical errors that in its judgment will best serve itsinterests.

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

9. The Owner may make such investigations as deemed necessary to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or the investigation of, such Respondent fails to satisfy the Owner that such Respondent is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Bids will not be accepted.

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

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

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

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

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

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

14. Provision of Texas Ethics Commission Form 1295 ("TEC Form 1295") by Bidders: Effective January 1, 2016, pursuant to Texas Government Code § 2252.908 (the "Interested Party Disclosure Act" or the "Act"), the Owner may not award the contract to a Bidder unless the Bidder has provided to the Owner a completed, signed, and notarized TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the "TEC"). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed, and notarized, and provided to the Owner. The TEC Form 1295 may accompany the Bid or may be submitted separately but must be provided to the Owner prior to the award of the contract. For purposes of completing the TEC Form 1295, the entity's name is City of Midland; the contract ID number is TBD; and the description of goods and services is SH-191 Wastewater Main Extension Bid Documents. Neither the Owner nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any Bidder with respect to the proper completion of the TEC Form 1295.

SELECTION OF BIDDER:

Following the review and evaluation of the RFBs, the Owner will notify the most qualified Bidder in writing. Contracts for the Project will be issued for execution by all parties. Neither the State of Texas nor any of its departments, agencies, or employees are or will be a party to this Request for Bids or any resulting contract.

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

PAYMENT:

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

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

CONDITIONS OF AWARD:

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

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

CITY OF MIDLAND
SH-191 WASTEWATER MAIN EXTENSION
BID PACKAGE
PRICE BID SHEET

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Total Bid Price
General					
1	Mobilization/Demobilization (Max. 5%)	LS	1	$ 39,760.00	$ 39,760.00
2	Traffic Control	LS	1	$ 42,600.00	$ 42,600.00
3	Stormwater Pollution Prevention Plan and Erosion Control	LS	1	$ 49,700.00	$ 49,700.00
4	Utility Sign	EA	25	$ 177.50	$ 4,437.50
5	Install New Gate	EA	1	$ 9,940.00	$ 9,940.00
6	Soil Preparation/Re-seeding	LS	1	$ 25,560.00	$ 25,560.00
Wastewater					
7	12" ASTM D3034 SDR 26 Wastewater Main	LF	9,605	$ 228.12	$ 2,191,092.60
8	4' Dia. FRP MH (0-6' Depth)	EA	23	$ 15,336.00	$ 352,728.00
9	4' Dia. FRP MH Extra Depth	VF	230	$ 423.16	$ 97,326.80
10	Warning Tape and Tracer Wire	LF	9,605	$ 0.35	$ 3,361.75
11	20" Steel Casing (Open Trench)	LF	87	$ 276.90	$ 24,090.30
12	Connect to Existing Wastewater Main	EA	1	$ 5,857.50	$ 5,857.50
13	Sewer Stubout Plug	EA	1	$ 1,263.80	$ 1,263.80
14	Trench Safety (Including Plan)	LF	9,605	$ 14.20	$ 136,391.00
Note: Items 7, 8, 9 and 11 are eligible for payment of materials.					
				TOTAL BASE BID:	2,984,109.25

***Maximum allowable Bid Time for Substantial Completion is as follows: 365 days.**

***Maximum allowable Bid Time for Substantial Completion is as follows: 330 days.**

TIME OF THE ESSENCE

All time limits for Milestones, if any, Substantial Completion, completion, and readiness for final payment, as stated in Contract Documents, are of the essence of Contract.

CONTRACT TIMES: DAYS

Work substantially completed within 330 days after Contract Times commence to run as provided in General Conditions, completed and ready for final payment per General Conditions, within 330 days after Contract Times commence to run.

LIQUIDATED DAMAGES

Contractor and Owner recognize time is of the essence as stated in Article 4.01 and Owner will suffer financial and other losses if Work not completed and Milestones not achieved within times specified in Article 4.02, plus any extensions thereof allowed per Contract. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, actual loss suffered by Owner if Work not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree as liquidated damages for delay (but not as a penalty):

Substantial Completion: Contractor pays Owner $1,000 for each day that expires after time (as duly adjusted pursuant to Contract) specified in Article 4.02.A for Substantial Completion until Work is substantially complete.

Completion of Remaining Work: After Substantial Completion, if Contractor neglects, refuses, or fails to complete remaining Work within Contract Time (as duly adjusted pursuant to Contract) for completion and readiness for final payment, Contractor pays Owner $500 for each day that expires until Work completed and ready for final payment.

Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and not imposed concurrently.

Bidder agrees that the Work will be Substantially Complete, as provided in the General Conditions, within the lesser of the number of calendar days specified above and completed and ready for final payment in accordance with the General Conditions within 60 calendar days after the date that Substantial Completion is

reached.

Respectfully Submitted (Bidder):_____

SUBMITTED on_____, 2023.

State Contractor License No._____. (If applicable)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the RFB to perform and furnish all Work as specified or indicated in the RFB for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the RFB.

2. Bidder accepts all of the terms and conditions of the RFB, including withoutlimitation thosedealing with the disposition of Bid Security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3. In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

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

Addendum No.	**Addendum Date**
_____	_____
_____	_____
_____	_____

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

   C. The Bidder shall provide values for specific performance parameters for the equipment being proposed. The Bidder understands and agrees that the values stated in this Section for the associated performance parameters will be compared to the performance standards required in the equipment specifications. Bidders understand and agree to guarantee the performance values stated herein for the equipment proposed in accordance with the guidelines specified herein.

   D. Bidder understands and agrees that this Bid shall form the basis for an agreement with the Owner. Therefore, the undersigned agrees to enter into an agreement to perform and furnish all Work as specified or indicated in these Specifications for the amount indicated in this Bid and in accordance with the other terms and conditions of these Contract Documents.

   E. Bidder accepts all of the terms and conditions of these Contract Documents including, without limitation, those dealing with the disposition of Bid security, required bonds, and the liquidated damages that may be imposed. This Bid shall remain subject to acceptance for a period of 60 days after the day of Bid opening. The Bidder shall sign and submit the Agreement with the bonds and other required documents within 10 days after the receipt of Notice of Award from the Owner.

   F. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that

Bidder has discovered in the Bid Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

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

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

6. Bidder will complete the Work in accordance with the Contract Documents for the prices proposed in the Price Bid Sheet.

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

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

   A. Non-Collusion Affidavit of Prime Bidder;
   B. Debarment / Suspension Certification.

9. The Bidder is required to include in this Bid their proposed construction schedule.

STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DIVISION, CITY OF MIDLAND, TEXAS

“Seller,” as used herein, has the same meaning as “Company.” “Buyer,” as used herein, has the same meaning as “City.”

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g., box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportationcosts 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 delaypayment.

7. GRATUITIES - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent or representative of the Seller, to any officer or employee of the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's Bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the Bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

10. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. CANCELLATION - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. TERMINATION - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13,herein.

14. FORCE MAJEURE - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. ASSIGNMENT - DELEGATION - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. MODIFICATIONS - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any Specifications for Bids and performance provided by Buyer in its advertisement for Bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Agreement, the definition contained in the Code is to control.

18. ADVERTISING - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material, or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material, or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the Buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this Contract, and any failure by Contractor to meet the time Specifications of this Agreement will cause Seller to be in default of this agreement.

22. TAX - The City of Midland is exempt from all Federal, State and City tax. Please do not include these taxes in your Bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properlyexecuted.

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 oroccurrence

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

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

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

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

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

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

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

24. ASSIGNMENT - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

25. <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 ownway.

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 contractingissues.

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

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this Agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this Agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this Agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this Agreement.

SPECIAL PROVISIONS

(WATER UTILITIES)

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. Bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.

1. SCOPE OF WORK:

Included in this Project will be the installation of a new wastewater main and related appurtenances, SH 191 Wastewater Main Extension project to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include extension of a 12-inch gravity wastewater main from north of the intersection of SH 158 and SH 191 and extending approximately 9,500 feet to the west.

The Owner reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the Owner.

Standard Specifications for Construction of the City of Midland will govern all construction, except as modified by these Special Provisions.

2. ORDER OF PRECEDENCE:

The Special Provisions take precedence over the General Conditions in this bid packet anywhere these two sections are not in agreement.

The Special Provisions take precedence over the City of Midland Specifications in this bid packet anywhere these two sections are not in agreement.

The Contractor is to bid the quantities in the Proposal section of the bid packet even if there is a discrepancy between the Proposal quantities and those noted or measured in the construction drawing set.

In the Proposal the long-hand dollar amount written in the Description column for each bid item will take precedence over the numerical dollar amount listed in the Unit Price column if there is a discrepancy between the two.

In the construction drawing set any written or noted dimension takes precedence over dimensions measured based on the drawing scale unless otherwise directed by the Engineer.

Any changes or revisions made as part of an Addendum for this project take precedence over the original bid packet and construction drawing set where the documents are in conflict.

3. EXAMINATION OF SITE:

Prospective bidders are to make a careful examination of the entire site of the project and are to make such explorations as may be necessary to determine the subsoil and/or water conditions to be encountered; improvements and obstructions which may be encountered; methods of providing ingress-egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

4. PAYMENT:

Payment and retainage (five percent, 5%) shall be per the General Conditions.

Payment will be made for material installed, not for material delivery, for all Proposal Bid Items except those specifically listed below, which will be the only Proposal Bid Items to be paid upon material delivery for this project:

- Miscellaneous (General) Bid Items: none
- Wastewater Bid Items: 7, 8, 9 and 11

Retainage will apply the same to all bid items and invoices regardless of whether an invoice is for bid items paid upon material delivery or not.

Any and all payments for bid items that are paid upon material delivery are paid with the expectation that the material will be installed per the construction drawings and specifications, and that the material delivered will be protected and kept in good condition by the Contractor until it is installed. Material that is not properly stored or protected and becomes weathered or damaged before installation must be replaced with new material meeting the standards and requirements of the construction drawings and specifications before it can be installed, and this will be done by the Contractor at no additional cost to the City of Midland.

5. SAFETY REQUIREMENTS:

It is the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work. The City of Midland reserves the right to require additional safety measures on the project site if they are needed in the opinion of the Engineer for the safety of the work crews or public.

OSHA approved trench protective systems (i.e. safety measures) are required for any and all trench sections on City of Midland projects that exceed a depth of five feet (5.0') regardless of the soil condition or classification at the location of the trench section in question.

6. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

The following procedure will be followed regarding the subject item on this contract:

A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"**WARNING – UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES"**

Equipment that may be operated within ten feet of high voltage lines shall have an insulation cage-type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company of who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

No person shall work within six feet of a high voltage line without protection having been taken as outlined in Paragraph (3).

7. TRAFFIC CONTROL:

All proposed traffic control shall be approved by the City where applicable. All traffic control plans must be submitted to and approved by the Construction Manager no less than two (2) business days prior to starting the construction work. Traffic control for each phase of work must be approved prior to starting that work.

Generic traffic control plans or typical details may be submitted for shoulder work on any class of roadway, or for work on local or collector streets that does not require the closure of any travel lanes (i.e., all lanes are open to traffic on striped roadways, or adequate width remains available for two-way traffic on unstriped roadways). Once a generic traffic control plan or typical detail for a certain type of setup has been approved one time, the Contractor shall only be responsible for notifying the Construction Manager of the location, type of setup, and dates on which they intend to utilize the pre-approved traffic control for the duration of the contract. No additional plan submittals will be required in these cases, except that the City reserves the right to suspend this exception at its discretion. For any work not fitting the above exception, or in the event that the exception is suspended by the City, a site-specific traffic control plan will be required for each work location and time period.

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be "complex", shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified "barricade company").
4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Construction Manager, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.
6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.
    b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.
7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.

c. Maintenance shall include:
    i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
    ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
    iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.

8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

At other times as shown on the approved TCP, or as otherwise directed by the City.

8. DETOURS:

The Contractor is to prosecute his work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

9. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc.

10. PROPERTY AND RIGHT-OF-WAY SERVICE:

Service to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. Such services include water, wastewater, fiber, cable, electric, and gas. Contractor must notify affected properties no less than two (2) business days prior to any planned service interruption.

Contractor must coordinate with the City of Midland regarding any planned service interruptions for public water or wastewater, or to restore any public infrastructure damaged during construction activities.

Contractor must coordinate with private service providers for any necessary service interruptions to their infrastructure or to restore service to their infrastructure in the event that a private service is disrupted, damaged, etc. during construction.

11. CONSTRUCTION SCHEDULE:

It is the responsibility of the Contractor to furnish the Construction Engineer, prior to construction, with a schedule outlining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean-up.

12. CONSTRUCTION STAKING:

It is the responsibility of the Contractor to provide the project construction staking at fifty foot (50') intervals along the entire length of the project as well as at such control points as the Contractor deems necessary for proper execution of the work. Construction staking is to include grading and cuts as well as horizontal alignments and construction control points. Cut sheets are to be provided to the Engineer by the Contractor for review and approval.

13. SURVEY:

The Contractor is to provide GPS survey shots for all meters replaced to the City of Midland with each completed work order submittal. Survey data is to be shot in Texas Central Zone with 1983 NAD at 1.0' accuracy or better. Survey data is to be provided in Excel csv. file format with all rounding functions turned off.

14. CONSTRUCTION MATERIALS:

The Contractor is to only provide new materials for permanent installation in any and all parts of this project, and all such materials must comply with the General Conditions, the Bid Packet Specifications, and all applicable City of Midland Standards and Specifications.

For this project, the Standard Specification is hereby amended to read:

> Qualifications of Material Sources – Contractor is only to use pavement mixtures that have a proven record of acceptance by the City of Midland, or another Texas municipality, or have a proven record of meeting similar standards for state highway projects.

Concrete is only to be placed when the ambient temperature is between 40 degrees and 95 degrees Fahrenheit and the ambient temperature in the shade is higher than 40 degrees Fahrenheit or is 40 degrees Fahrenheit and rising.

All concrete pavement joints are to be sealed with Texas Department of Transportation (TxDOT) DMS-6310 SL-2 sealant, an American Society for Testing and Materials (ASTM) D 1190 Hot-Applied Single Component Joint Sealant, or a City of Midland approved equal. This will not apply to curb or sidewalk joints.

No construction materials are to be placed or installed during rain events unless they are necessary to resolve an emergency situation or to facilitate the project site erosion control measures.

15. EROSION CONTROL:

Erosion control is the responsibility of the Contractor and erosion control measures are to be implemented so as to prevent sediment erosion from wind, rain, and other elements from the project site. Should the Owner feel that supplementary erosion control measures are required in addition to those implemented by the Contractor then the Contractor will include additional erosion control measures within reason to the Owner's satisfaction and/or TCEQ requirements.

Reasonable erosion control measures include but are not limited to: construction entrance(s), concrete washout(s), perimeter silt fence or fiber wattle, rock rip-rap dams for concentrated runoff control, gutter and inlet protection measures such as sand bags, and stabilization of the construction area surfaces when construction work is not actively occurring by means of vegetative cover or seeded erosion control blankets.

Supplemental erosion control measures are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Site cleanup work is to be done for this project as soon as possible as per the General Conditions and will be ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes. Site cleanup is to take place throughout the project's construction as needed to maintain a clean and professional looking work area. No more than three calendar days are to elapse after completion of construction before the final roadway and right-of-way cleanup has been completed to the satisfaction of the Engineer.

16. WASTE MATERIAL:

Excess material from excavation and other construction or demolition activity will become the property of the Contractor. Excess excavation will be disposed of at locations secured by the Contractor and if necessary, approved by the Engineer. No material is to be placed on private property or City property without the approval of the Engineer and the property owner. Removal of excess material, excavation, and waste material are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Excess concrete material must be washed out in a concrete washout within the project's job site area, or else any and all other concrete material washout must occur away from the job site area in the Contractor's or concrete Supplier's own operation yards or properties. Under no circumstances are concrete trucks allowed to washout in any job site excavations, channels, public right-of-way, or on private property.

Existing fire hydrants and existing water meters indicated for removal as part of the project are to be returned to the City of Midland by the Contractor and remain City property. These are ancillary to the project and will not be paid as separate items.

17. TESTING:

It is the Contractor's responsibility to perform all required testing for any and all materials and workmanship performed or installed as part of the project's work. The cost of all such testing is to be borne solely by the Contractor unless required by the Engineer for work or materials that had previously been tested and approved and had not experienced any change in condition since that time as a result of the Contractor's work or actions; or unless additional testing outside of the project scope is performed at the request of the Engineer.

Required testing includes:

Concrete Pavement – A Slump Test is required for every cylinder set (3 test cylinders) taken, and no less than 1 cylinder set per day is to be taken for testing when concrete is placed. Test results are to be given to the engineer upon completion of each test, with 1 cylinder set taken for:

A. Every 50 cubic yards of concrete placed for concrete pavement between street intersections.

B. Every 50 cubic yards of concrete placed for concrete pavement at a street intersection.

C. Every 2 sets of fillets and valley gutters at street approaches. (1 set = 2 fillets and 1 valley gutter)

D. Every 4 alley approaches or driveway approaches.

E. There will be no testing for curb, ramps, and sidewalks.

Concrete Pavement For Trench Repair – A Slump Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 50 cubic yards (roughly equal to an 8' wide by 340' long by 6" thick pavement section). The slump test is to be performed once for every cylinder set (3 cylinders) taken, and no less than 1 cylinder set per day is to be taken for testing when concrete is placed. Test results are to be given to the engineer upon completion of each test. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement – A Nuclear Gauge Density Test is required for either each day that asphalt hot-mix is placed or for every 250 linear feet of asphalt hot-mix pass, whichever results in more frequent testing. The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density range for construction of this project is 93% - 98% with a target density of 95%. Test results are to be given to the Engineer upon completion of each test.

Asphalt Hot-Mix Pavement For Trench Repair – A Nuclear Gauge Density Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 620 square yards (roughly equal to an 8' wide by 700' long pavement section). The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density limit will be a minimum limit of 93%, a maximum limit of 98%, and an optimum limit of 95%. Test results are to be given to the Engineer upon completion of each test.

Water Pipes & Fittings – Perform Pressure Testing and Bacterial Testing (Bac T)/Chlorination testing for all water mains and fire hydrants.

- Pressure Test – Perform test as described in the City of Midland Water Line Specifications, PART 10, Hydrostatic Tests, with the sole difference being that a continuous pressure of 180 pounds per square inch (psi) must be maintained over a continuous period of not less than four (4) hours rather than eight (8) hours. The acceptable field pressure limit will be a minimum 180 psi and a maximum 185 psi. A 2-3 psi drop in the measured pipe pressure during the first two (2) hour period will be acceptable to account for the compression of air within the pipe so long as the minimum and maximum allowed field pressure limits are not exceeded. There can be no variation in the measured pipe pressure during the last two (2) hours of the pressure test.

- Bac T/Chlorination Testing – Perform disinfection and test as described in the City of Midland Water Line Specifications, Part 9, Disinfection Of Pipe Lines.

Wastewater Gravity Pipes/Manholes – Perform air testing, mandrel testing, hydrostatic testing, and closed circuit televising (CCTV) for all wastewater mains and manholes.

- Air Test – Perform test as described in the City of Midland Gravity Flow Pipe Sewers And Fittings For Wastewater And Storm Water, Part 3.14, Testing Gravity Mains And Manholes.

- Mandrel Test – A successful mandrel pull is required for all wastewater pipes installed.

- Hydrostatic Testing – Perform test as described in the City of Midland Gravity Flow Pipe Sewers And Fittings For Wastewater And Stormwater Specifications, Part 3.14, Hydrostatic Testing.

- Closed Circuit Televising (CCTV) – Provide CCTV video of the wastewater mains for the full length of the wastewater system installed, including through all wastewater structures. CCTV video is not required for wastewater laterals unless directed by the Engineer.

Force Mains & Fittings (Wastewater & Storm Drain) – Perform pressure testing for all wastewater and storm drain force mains.

- Pressure Test – Perform test as described in the City of Midland Water Line Specifications, PART 10, Hydrostatic Tests, with the sole difference being that a continuous pressure of 180 pounds per square inch (psi) must be maintained over a continuous period of not less than four (4) hours rather than eight (8) hours. The acceptable field pressure limit will be a minimum 180 psi and a maximum 185 psi. A 2-3 psi drop in the measured pipe pressure during the first two (2) hour period will be acceptable to account for the compression of air within the pipe so long as the minimum and maximum allowed field pressure limits are not exceeded. There can be no variation in the measured pipe pressure during the last two (2) hours of the pressure test.

Storm Drain Pipes & Structures – Perform as-built survey and closed circuit televising (CCTV) for all storm drain pipes and structures.

- As-Built Survey of Storm Drain Pipes & Culverts – Provide as-built survey shots at fifty-foot (50') intervals along the storm drain pipe or culvert at the top of the pipe or culvert installed.

- As-Built Survey of Storm Drain Structures – Provide as-built survey shots at the inverts of all storm drain structures that are installed to verify the storm drain grades, including all manholes, junction boxes, and inlets.

- Closed Circuit Televising (CCTV) – Provide CCTV video of the storm drain for the full length of the storm drain system installed, including through all storm drain structures. CCTV video is not required for storm drain laterals unless directed by the Engineer.

18. COMPLIANCE:

The said Contractor further agrees to comply with all applicable provisions of the laws and building and construction codes of the City of Midland and the State of Texas, and with any regulations for the protection of workers which may be promulgated by the Government, and will protect such work with all necessary lights, barriers, safeguards, and warnings as provided for in said specifications and the Ordinance regulations.

19. PERSONNEL:

It is the Contractor's responsibility to have a supervising representative of the Contractor on the construction site any time that construction work is taking place. The Contractor's representative must be on the Contractor's direct payroll. Sub-contractors or paid consultants will not satisfy this requirement.

It is also the Contractor's responsibility to provide the City with a reliable contact for issue escalation coordination. Such contacts would include the Contractor's site foreman, the Contractor's construction project manager, etc.

20. INTENT OF THE PROPOSAL:

The intent of the proposal is to determine the lowest responsible bidder based on the total of the quantities and unit prices. Once the lowest responsible bidder is selected, the project will be awarded based on the terms and requirements of the contract outlined in the bid packet and construction drawings.

21. CONTRACT DEADLINE:

The deadline for substantial completion of this project is 330 calendar days total starting from the Notice to Proceed date.

Extensions of the project deadline may be requested by the Contractor for documented excepting conditions such as weather days, delays due to conflicts with existing franchise lines, etc. which are reasonably beyond the Contractor's control. Any and all deadline extensions must be submitted by the Contractor in writing to Engineer for review, and the approval or denial of the request rests solely with the Engineer.

Unless specifically granted in writing by the Engineer, there will be no suspension of project time between phases of construction.

22. WARRANTY PERIOD:

There is a one (1) year calendar warranty period on this project for all work performed or materials installed effective immediately upon acceptance of the improvements by the Owner. The warranty period will be based on the acceptance date of the project as a whole, and not any individual phases of the project.

23. BID PACKET COMPLETION ITEMS OF NOTE:

Bidders must be willing to sign the Contract as is if a bid is submitted. Revisions, alterations, deletions, additions, or any other changes of any kind by the bidder to the bid packet or other bid documents (such as the construction drawing set, addendums, etc.) will result in the bid submittal being deemed 'Non-Responsive' and the bid will not be accepted.

Bidders are reminded to make sure that the Conflict of Interest forms are completed if applicable before submitting a bid.

All bid items in the Proposal section must be completed for a bid submittal to be considered complete. Any bid item left blank, only partially completed, or that the bidder indicates they chose to not provide a bid for will be considered incomplete, and the entire bid submittal will also be deemed incomplete, the bid submittal will be deemed 'Non-Responsive', and the bid will not be accepted. Bidders bear sole responsibility for making sure that the Proposal is complete and in accordance with the instructions provided to bidders in the bid packet.

All acknowledgement forms for all addendums that are issued during the bid process for this project must be filled out and be included with any bid submittal for that bid submittal to be considered complete. Any bid submittal lacking these completed addendum acknowledgement forms will be deemed 'Non-Responsive' and the bid will not be accepted. Bidders bear sole responsibility for making sure that they have obtained all addendums issued prior to submitting their bid.

Bidders must provide documentation as part of the bid packet submittal proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license and also equivalent to or a higher class than either a Wastewater D license or a Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project. Any bid submittal that does not include this required documentation for both licenses will be rejected as a non-responsive bid. If a Contractor allows either or both of the required licenses to lapse at any time during the course of the project then all work under this project will be halted and the City of Midland will have sole discretion to either allow the Contractor to renew both of their active licenses before resuming work or to end the project immediately.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of_____§

County of_____§

_____ , being first duly sworn, deposes and says that:

(1) He is_____of_____the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any advantage against the_____(Local Public Agency) or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including thisaffiant.

(signed) _____

_____
Title

Subscribed and sworn to before me

this_____day of_____,20___.

_____
My commission expires_____, 20___.

Debarment / Suspension Certification

I,_____, hereby certify that I have checked on the federal
(Authorized Representative of Recipient)
System for Award Management (www.sam.gov) website and determined that
_____ is not shown as an "excluded party" that is debarred,
(Name of Entity)
suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. (See 2 CFR Part 180 and 2 CFR Part 1532 for additional information on the federal governmentwide debarment and suspension system for nonprocurement programs and activities.)

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.

_____ _____
Signature Date

_____
Title

_____
Name of Recipient

Verifying prime contractors and subcontractors for construction, equipment, supplies and services: Using the www.sam.gov website, the recipient must verify prior to awarding the contract that the prime contractor is not listed as an "excluded party" that is debarred, suspended or otherwise excluded from or ineligible. Once any subcontractors are known, they also must be verified as not listed as an "excluded party" prior to award of a subcontract. The recipient must print a dated record of the verification from the www.sam.gov website and retain a copy that is available for review by TWDB. The prime contractors and subcontractors must be verified prior to the contract award or the costs may be disallowed.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____

_____

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

_____

_____

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

WHEREAS, the Principal has submitted a Bid or Bid to enter into a certain written Contract with the obligee to _____.

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

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

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

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

_____	_____
Principal	Surety
By_____	By _____
Address_____	Address _____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

CONTRACT DOCUMENTS

THE CITY OF MIDLAND

CONTRACT

Contract No. 23003151

THIS CONTRACT, effective the 24 day of May, 2023, by and between the City of Midland, hereinafter referred to as "CITY", and Edgardo Madrid and Associates, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 2,984,109.25 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for SH-191 Wastewater Main Extension Project. 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; 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 or any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of COMPANY, including, but not restricted to, acts of God, or of the public enemy, acts of the CITY, acts of another contractor in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

17.4. Provided, further, that COMPANY shall, within ten (10) days from the beginning of such delay, unless the CITY shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the CITY, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify COMPANY within a reasonable time of its decision in the matter.

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.**

17.6. **COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO COMPANY OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. COMPANY'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.**

18. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party

beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third-party beneficiary or other rights hereunder.

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **Insurance:**

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

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

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

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

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

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

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

subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

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

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

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

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

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

25. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be

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

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

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

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the

requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

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

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

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

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

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

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

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Morris Williams Jr., Interim City Manager

ATTEST

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

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, ._____, an officer of Edgardo Madrid and Associates, 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 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 theBidder.

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

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

"General Decision Number: TX20230002 01/06/2023

Superseded General Decision Number: TX20220002

State: Texas

Construction Types: Heavy and Highway

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

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

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

Modification Number	Publication Date
0	01/06/2023

SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55 **	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36 **	
Structures	$ 13.52 **	
LABORER		
Asphalt Raker	$ 12.28 **	
Flagger	$ 9.30 **	
Laborer, Common	$ 10.30 **	
Laborer, Utility	$ 11.80 **	
Work Zone Barricade Servicer	$ 10.30 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87 **	
Asphalt Paving Machine	$ 13.40 **	
Broom and Sweeper	$ 11.21 **	
Crane, Lattice Boom 80 Tons or Less	$ 16.82	
Crawler Tractor Operator	$ 13.96 **	
Excavator, 50,000 lbs or less	$ 13.46 **	
Front End Loader Operator, Over 3 CY	$ 12.77 **	
Front End Loader, 3CY or less	$ 12.28 **	
Loader/Backhoe	$ 14.18 **	

```
     Mechanic....................$ 20.14
     Milling Machine.............$ 15.54 **
     Motor Grader,  Rough........$ 16.15 **
     Motor Grader, Fine..........$ 17.49
     Pavement Marking Machine....$ 16.42
     Reclaimer/Pulverizer........$ 12.85 **
     Roller, Asphalt.............$ 10.95 **
     Roller, Other...............$ 10.36 **
     Scraper.....................$ 10.61 **
     Spreader Box................$ 12.60 **

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

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

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

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

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

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 ($16.20) or 13658
($12.15).  Please see the Note at the top of the wage
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017.  If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking.  Additional information
on contractor requirements and worker protections under the EO
is available at
```

https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

==========

END OF GENERAL DECISIO"

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

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

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*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to Bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with anyattachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Bid*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. Claim

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Bid; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Bid, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 fordefinition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

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recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

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33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work, and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Bids, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

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43. *Successful Bidder*—The Bidder to which the Owner makes an award ofcontract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions. Supplementary Conditions are established by redline edits to these Standard General Conditions of the Construction Contract and by Section 00 73 14 "Supplementary Conditions."

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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1.02 Terminology

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 Copies of Documents

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost ofreproduction.

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 timelyreview:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

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into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 Preconstruction Conference; Designation of Authorized Representatives

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 Electronic Transmittals

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

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ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

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inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

   a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs) or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

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B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Bid, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

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established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

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5. Weather-Related Delays

a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:

1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":

i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 2 inches of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.

ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 20 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 110 degrees Fahrenheit.

2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by National Weather Service weather monitoring station at Midland International Air and SpacePort.

3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit A—Foreseeable Bad Weather Days.

4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit A—Foreseeable Bad Weather Days will be considered as "abnormal weather conditions." The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by

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Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Bid seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws andRegulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

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1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall notunreasonably 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 endangerthem.

5.03 Subsurface and Physical Conditions

A. *Reports and Drawings*: The Supplementary Conditions identify:

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1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 Differing Subsurface or Physical Conditions

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. Possible Price and Times Adjustments

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, orotherwise;

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b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Bid regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such UndergroundFacility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with

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reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary, issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. Possible Price and Times Adjustments

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

   b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

   c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Bid regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

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4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from availablerecords, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose

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removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Bid, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold

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harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

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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 orentity.

6.02 Insurance—General Provisions

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the

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Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 Contractor's Insurance

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

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3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 Builder's Risk and Other Property Insurance

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such

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property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor'sexpense.

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 theWork.

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 proposeditem:

        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 functioningwhole;

        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 "orequal" 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 Paragraph7.06.

7.06 Substitutes

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

   a. will certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design;

      2) be similar in substance to the item specified; and

      3) be suited to the same use as the item specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. will identify:

      1) all variations of the proposed substitute item from the item specified; and

      2) available engineering, sales, maintenance, repair, and replacement services.

   d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in

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Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Bid.

7.07 Concerning Subcontractors and Suppliers

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or

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otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Bid for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its

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use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 Permits

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

B. Owner is exempt from payment of sales and compensating use taxes of the State of Texas and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

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7.11 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Bid, or Owner may initiate a Claim.

7.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with SubstantialCompletion).

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 purposesrequired 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 ChangeOrder.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing orSample 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 ofContractor.

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, and2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governedby 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 andresponsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Bid seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlementto, and extent of, any such equitable adjustmentwilltake 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 toOwner'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 representativeduring 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 thevarious aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On

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the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Resident Project Representative

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. *Liaison*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. *Review of Work; Defective Work*

   a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.

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b. Observe whether any Work in place appears to be defective.

c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection, or approval.

5. *Inspections and Tests*

a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests:* Review Applications for Payment with Contractor.

7. *Completion*

a. Participate in Engineer's visits regarding Substantial Completion.

b. Assist in the preparation of a punch list of items to be completed or corrected.

c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work and prepare a final punch list of items to be completed or corrected by Contractor.

d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction.

5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Authorize Owner to occupy the Project in whole or in part.

10.04 Engineer's Authority

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications, and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

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E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Bids, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 Limitations on Engineer's Authority and Responsibilities

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any ofthem.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

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ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (1) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Bids; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 Work Change Directives

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

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B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Bid seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Bid as provided herein.

11.05 Owner-Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Change Bid for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

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B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Bid, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to

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each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Change Bid for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Bids

A. *Purpose and Content*: Contractor shall submit a Change Bid to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Bid will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Bid will address only one issue, or a set of closely related issues.

B. Change Bid Procedures

1. *Submittal*: Contractor shall submit each Change Bid to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Bid.

    a. Change Bids based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change Bids related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Bid and consider any comments or response from Owner regarding the Change Bid. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Bid, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Bid.

4. *Engineer's Full Review and Action on the Change Bid*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Bid and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Bid in whole, deny it in

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whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Bid within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Bid is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Bids*: If the Change Bid does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Bid. For purposes of further resolution of such a Change Bid, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Bids after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 Notification to Surety

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 Claims

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Bids;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of theWork, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Bids within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the

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supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. Mediation

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

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1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Bid, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive Bids from subcontractors acceptable to Owner and Contractor and shall deliver such Bids to Owner, which will then determine, with the advice of Engineer, which Bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

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b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. Construction Equipment Rental

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of the Rental Rate Blue Book for Construction Equipment.

3) With respect to Work that is the result of a Change Order, Change Bid, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with

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Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. Contractor's Fee

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

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b. for any Work covered by a Change Order, Change Bid, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Bid, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

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B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

    a. the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

    b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

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ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by

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Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to suchnotice.

14.03 Defective Work

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Bid within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses, and damages will include

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but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

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2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information, and belief:

    a. the Work has progressed to the point indicated;

    b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

    c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe theWork.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

    a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

    b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

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b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

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l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Bid contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.02 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify

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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 accessthereto.

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4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all duly pending Change Bids and Claims; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10

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days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the finalApplication for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;

2. correct such defective Work;

3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and

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4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Bid seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

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1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

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16.03 Owner May Terminate for Convenience

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost Bid.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from suchtermination.

16.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Bid for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

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B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
2. agree with the other party to submit the dispute to another dispute resolution process; or
3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 Giving Notice

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 Computation of Times

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

A. With respect to any and all Change Bids, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

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18.05 No Waiver

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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EXHIBIT A— FORESEEABLE BAD WEATHER DAYS

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (1)	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.)	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.)
January	0	4	0
February	0	2	0
March	1	1	0
April	1	0	0
May	1	0	0
June	1	0	0
July	0	0	0
August	0	0	0
September	1	0	0
October	1	0	0
November	0	1	0
December	0	3	0

Notes:

1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch ofrain. 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 eachemployment 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 23, 2023

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

Acomplete 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 awarethat:

(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 thevendor.

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 Section176.003(a)(2)(B),excludingany gift described by Section 176.003(a-1); or

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CITY OF MIDLAND

Consideration of Location of Bidder's Principal Place of Business
For Bids of $50,000 up to $100,000 for Services and $500,000 for Commodities
Affidavit of Eligibility

Pursuant to Texas Local Government Code 271.9051, in purchasing real property, personal property that is not affixed to real property, or services, if the City receives one or more Bids from a Bidder whose principal place of business is in the City of Midland and whose Bid is within five percent (5%) of the lowest Bid price received by the City from a Bidder who is not a resident of the City of Midland, the City may enter into a contract with:

(1) the lowest Bidder; or

(2) the Bidder whose principal place of business is in the City of Midland if the City Council determines, in writing, that the local Bidder offers the City the best combination of contract price and additional economic development opportunities for the City of Midland created by the contract award, including the employment of residents of the City of Midland and increased tax revenues to the City of Midland.

In order to receive consideration, Bidders must submit this affidavit to:

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

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

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature:_____Date: _____

Printed Name and Title: _____

SECTION 00 73 14 - SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement Section 00 72 00 “Standard General Conditions of the Construction Contract” (EJCDC® C-700)(2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.02 *Copies of Documents*

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
		Identify Technical Data
Geotechnical Engineering Report	May 9, 2022	Results from 2 on-site boreholes and soil analysis.

F. The following table lists the Drawings of existing physical conditions at or adjacent to the Site, including those Drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely: **If there are no such Drawings, so indicate in the table.**

Drawings Title	Date of Drawings	Technical Data
None		

G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents. Coordinate with Owner to examine documents, or request copies from Engineer.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		

5. The following table lists the Drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely: **If there are no such Drawings, so indicate in the table.**

Drawings Title	Date of Drawings	Technical Data
None		

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: **City of Midland and Parkhill.**

E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance.

Workers' Compensation Insurance Coverage

A. Definitions:

1. Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

2. Duration of Project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

3. Persons Providing Services on Project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, meeting statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of Contractor providing services on project, for duration of Project.

C. Contractor must provide a certificate of coverage to governmental entity before awarded Contract.

D. If coverage period shown on Contractor's current certificate of coverage ends during duration of Project, Contractor must, prior to end of coverage period, file a new certificate of coverage with governmental entity showing coverage is extended.

E. Contractor shall obtain from each person providing services on Project, and provide to governmental entity.

(1) a certificate of coverage, prior to persons beginning work on Project, so governmental entity will have certificates of coverage covering all persons providing services on Project; and

(2) no later than seven (7) days after receipt by Contractor, new certificate of coverage showing extension of coverage, if coverage period shown on current certificate of coverage ends during duration of Project.

F. Contractor retains all required certificates of coverage for duration of Project and for one year thereafter.

G. Contractor shall notify governmental entity in writing, by certified mail or personal delivery, within 10 days after Contractor knew or should have known, of any change that materially affects provision of coverage of any person providing services on Project.

H. Contractor shall post on each Project site a notice, in the text, form and manner prescribed by Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on Project they are required to be covered, and stating how persons may verify coverage and report lack of coverage.

I. Contractor shall contractually require each person with whom it contracts to provide services on Project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, meeting statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on Project, for duration of Project;

(2) provide Contractor, prior to persons beginning work on Project, a certificate of coverage showing coverage provided for all employees of persons providing services on Project, for duration of Project;

(3) provide Contractor, prior to end of coverage period, a new certificate of coverage showing extension of coverage, if coverage period shown on current certificate of coverage ends during duration of Project;

(4) obtain from each person with whom contracted, and provide to Contractor:

(a) a certificate of coverage, prior to persons beginning work on Project; and

(b) a new certificate of coverage showing extension of coverage, prior to end of coverage period, if coverage period shown on current certificate of coverage ends during duration of Project;

(5) retain all required certificates of coverage for duration of Project and for one year thereafter;

(6) notify governmental entity in writing, by certified mail or personal delivery, within 10 days after person knew or should have known, of any change that materially affects provision of coverage of any person providing services on Project; and

(7) contractually require each person contracted, to perform as required by paragraphs (1) - (7), with certificates of coverage to be provided to person for whom they are providing services.

J. By signing this Contract or providing or causing to be provided a certificate of coverage, Contractor is representing to governmental entity all employees of Contractor who will provide services on Project will be covered by workers' compensation coverage for duration of Project, that coverage will be based on proper reporting of classification codes and payroll amounts, and all coverage agreements will be filed with appropriate insurance carrier or, in the case of a self-insured, with the division. Providing false or misleading information may subject

Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles governmental entity to declare contract void if Contractor does not remedy breach within ten days after receipt of notice of breach from governmental entity.

Workers' Compensation and Employer's Liability	Policy Limits of Not Less Than:
Workers' Compensation	
Texas	Statutory
Employer's Liability	
Each accident	**$500,000**
Each employee	**$**
Policy limit	$

F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
   a. Such insurance must be maintained for three years after final payment.
   b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
Each Occurrence (bodily injury and property damage)	$1,000,000
Personal and Advertising Injury	$
General Aggregate	$
Products—Completed Operations Aggregate	**$**

J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	$250,000
Each Accident	$
Property Damage	
Each Accident	$
or	
Combined Single Limit	$250,000

K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$
General Aggregate	**$**

L. *Other Required Insurance:* **Here list additional types and amounts of insurance that Contractor is required to carry.**

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Amend the first and second sentences of Paragraph 7.03.C to state "…all Work at the Site must be performed during regular working hours, **Monday** through **Friday**. Contractor will not perform Work on a **Saturday, Sunday,** or any legal holiday."

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

D. **Contractor** shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.03 Add the following new subparagraph immediately after Paragraph SC-7.03.D:

1. For purposes of administering the foregoing requirement, additional overtime costs are defined as any hours worked outside of Monday through Friday, 8:00 p.m. through 5:00 p.m. each day, requiring inspection services. Construction activities requiring inspection services shall be at the sole discretion of the Owner.

7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

A. Owner is exempt from payment of sales and compensating use taxes of the State of Texas and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 8—OWNER'S RESPONSIBILITIES

8.13 *Owner's Site Representative*

SC-8.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

8.13 *Owner's Site Representative*

A. Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee. Owner's Site Representative will be **To Be Determined**. The authority and responsibilities of Owner's Site Representative follow: **Are provided in Specifications.**

ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

9.03 *Resident Project Representative*

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

ARTICLE 10—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

10.03 *Unit Price Work*

SC-10.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 11—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

11.01 *Progress Payments*

SC-11.01.D Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

1. 30 days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

11.03 *Substantial Completion*

SC-11.03 Add the following new subparagraph to Paragraph 11.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

SC 11.06.E Delete Paragraph 11.06.E in its entirety and insert the following in its place:

E. Final Payment Becomes Due: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

EXHIBIT A—GEOTECHNICAL BASELINE REPORT SUPPLEMENT TO THE SUPPLEMENTARY CONDITIONS

1.01 *Definitions*

SC-1.01 Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

1. *Geotechnical Baseline Report (GBR)*— The interpretive report prepared by or for Owner regarding subsurface conditions at the Site and containing specific baseline geotechnical conditions that may be anticipated or relied upon for bidding and contract administration purposes, subject to the controlling provisions of the Contract, including the GBR's own terms. The GBR is a Contract Document.
2. *Geotechnical Data Report (GDR)*—The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner in support of the Geotechnical Baseline Report. The GDR's content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, the GDR is a Contract Document.

5.03 *Subsurface and Physical Conditions*

SC-5.03 Delete Paragraph 5.03 in its entirety and replace with the following:

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions hereby identify:

1. those reports of explorations and tests of subsurface conditions at or adjacent to the Site (other than any Geotechnical Data Report or Geotechnical Baseline Report) that contain Technical Data. Such reports are as follows:
   a. *Report Title:* **Terracon GeoReport, Geotechnical Engineering Report, 191 Sanitary Sewer Line Midland County, Texas.**
   b. *Date of Report:* **May 9, 2022**
   c. *Technical Data in report upon which Contractor may rely*: **Borings B-1 and B-2 both with total depth of 15 feet below ground surface, Atterberg Limits, Grain Size Distribution and Proctor.**
2. Contractor may examine copies of reports and drawings identified immediately above that were not included with the Bidding Documents at **Office of the City Secretary, 300 N. Loraine, 3rd floor, Midland, Texas 79701** during regular business hours, or may request copies from Engineer, at the cost of reproduction.

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph SC-5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

E. *Geotechnical Baseline Report*

1. Geotechnical Engineering Report, TX-191 Sanitary Sewer Line, Midland, County, TX. May 9, 2022. Prepared by: Terracon Consultants, Inch., Midland, Texas. This Contract contains a Geotechnical Data Report (GDR), identified as follows: **Example: Terracon GeoReport, Geotechnical Engineering Report, 191 Sanitary Sewer Line Midland County, Texas, dated May 9, 2022, prepared by Terracon Consultants, Inc.**
2. The GBR and GDR are incorporated as Contract Documents. The GBR and GDR are to be used in conjunction with other Contract Documents, including the Drawings and Specifications. If there is a conflict between the terms of the GBR and the GDR, the GBR's terms prevail.
3. The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (referred to here in the Supplementary Conditions as "Baseline Conditions"). These may include ground, geological, groundwater, and other subsurface geotechnical conditions, and baselines of anticipated Underground Facilities or subsurface structures.
4. The Baseline Conditions will be used to assist in the administration of the Contract's differing site conditions clause at locations where subsurface conditions have been baselined. If a condition is baselined in the GBR, then only the pertinent Baseline Conditions will be used to determine whether there is a differing site condition; and no other indication of that condition in the Contract Documents or Technical Data, or of a condition that describes, quantifies, or measures a similar characteristic of the subsurface, will be used for the differing site condition determination.
5. The Baseline Conditions will not be used to make differing site conditions determinations at locations that have not been baselined in the GBR, or at any location with respect to subsurface conditions that the Baseline Conditions do not address. If Underground

Facilities or Hazardous Environmental Conditions are expressly addressed in the Baseline Conditions, then comparison to such Baseline Conditions will be the primary means of determining (a) whether an Underground Facility was shown or indicated with reasonable accuracy, as provided in Paragraph 5.05 of the General Conditions, or (b) whether a Hazardous Environmental Condition was shown or indicated in the Contract Documents as indicated in Paragraph 5.06.H of the General Conditions. As indicated in Paragraph SC-5.04 below, the GDR will be the primary resource for differing site conditions determinations in cases in which the GBR is inapplicable.

6. The descriptions of subsurface conditions provided in the GBR are based on geotechnical investigations, laboratory tests, interpretation, interpolation, extrapolation, and analyses. Neither Owner, Engineer, nor any geotechnical or other consultant warrants or guarantees that actual subsurface conditions will be as described in the GBR, nor is the GBR intended to warrant or guarantee the use of specific means or methods of construction.

7. The behavior of the ground during construction depends substantially upon the Contractor's selected means, methods, techniques, sequences, and procedures of construction. If ground behavior conditions are baselined in the GBR, they are based on stated assumptions regarding construction means and methods.

8. The GBR will not reduce or relieve Contractor of its responsibility for the planning, selection, and implementation of safety precautions and programs incident to Contractor's means, methods, techniques, sequences, and procedures of construction, or to the Work.

5.04 *Differing Subsurface or Physical Conditions*

SC-5.04 Delete Paragraph 5.04 in its entirety and replace with the following:

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface condition that is uncovered or revealed at the Site:

1. differs materially from conditions shown or indicated in the GBR; or

2. differs materially from conditions shown or indicated in the GDR, to the extent the GBR is inapplicable; or

3. differs materially from conditions shown or indicated in Contract Documents other than the GBR or GDR, to the extent the GBR and GDR are inapplicable; or

4. to the extent the GBR and GDR are inapplicable, is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

5. to the extent the GBR and GDR are inapplicable, is of such a nature as to require a change in the Drawings or Specifications; or

6. to the extent the GBR and GDR are inapplicable, is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in

connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph SC-5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption or continuation of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption or continuation of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must fall within any one or more of the categories described in Paragraph SC-5.04.A;

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03 of the General Conditions; and

   c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

   a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

   b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract

Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph SC-5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment must be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 of the General Conditions governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 of the General Conditions governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs SC-5.03 and SC-5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Project information.
   2. Contract description.
   3. Work by Owner or others.
   4. Owner-furnished products.
   5. Contractor's use of Site and premises.
   6. Future work.
   7. Work sequence.
   8. Owner's product Purchase contracts.
   9. Work restrictions.
   10. Owner occupancy.
   11. Permits.
   12. Specification conventions.
   13. LEED provisions.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 20 00 "Price and Payment Procedures."
   3. Section 01 32 16 "Construction Progress Schedule:" Digital project management procedures and web-based project management software package.
   4. Section 01 50 00 "Temporary Facilities and Controls:" Limitations and procedures governing temporary use of Owner's facilities.
   5. Section 01 70 00 "Execution and Closeout Requirements:" Coordination of Owner-installed products.

1.2 PROJECT INFORMATION

A. Name: SH-191 Wastewater Main Extension.
   1. Project Location: Midland, Texas.

B. Owner Municipality Authority: City of Midland.
   1. Owner's Representative: Carl Craigo, PE.

C. Project Architect/Engineer: Parkhill.
   1. Engineer's Representative: Kevin W. Krueger, PE.

D. Construction Manager: City of Midland.
   1. Construction Manager Representative: To Be Determined.
   2. Construction Manager as advisor (CMa): Construction Manager has been engaged for this Project to serve as an advisor to Owner and to provide assistance in administering the Contract for construction between Owner and Contractor, according to a separate contract between Owner and Construction Manager.

E. Web-Based Project Software: Project software will be used for purposes of managing communication and documents during the construction stage.
   1. See Section 01 32 16 "Construction Progress Schedule" for requirements for using web-based Project software.

1.3 CONTRACT DESCRIPTION

A. Work of the Project includes construction of a new 12-inch wastewater main and associated appurtenances beginning north of the intersection of SH 158 and SH 191, proceeding within an undeveloped city easement and terminating approximately 9,500 feet to the west.
B. Perform Work of Contract under separate Contract with Owner according to Conditions of Contract.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

A. Limits on Use of Site: Limit use of Project Site to areas within the Contract limits indicated. Do not disturb portions of Project Site beyond areas in which the Work is indicated.
B. Limits on Use of Site: Confine construction operations to City owned easement shown in construction plans. Contractor shall protect existing utilities within the easement.
    1. Limit use of Site to allow:
        a. Work by Owner.
        b. Work by Others.
    2. Entrances: Keep entrance serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use this area for parking or for storage of materials.
        a. Schedule deliveries to minimize use of entrances by construction operations.
        b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on Site.
C. Construction Operations: Limited to areas indicated on Drawings.

1.5 WORK SEQUENCE

A. Sequencing of Construction Plan: Before start of construction, submit three copies of construction schedule for acceptance by Owner. After acceptance of plan, comply with accepted plan when coordinating construction sequencing unless deviations are accepted by Owner in writing.

1.6 WORK RESTRICTIONS

A. Comply with restrictions on construction operations.
    1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction (AHJ).
B. On-Site Work Hours: Limit Work to between 6:00 a.m. to 8:00 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and AHJ.
C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions, and only after arranging for temporary utility services according to requirements indicated:
    1. Notify Owner and all affected properties not less than 2 days in advance of proposed utility interruptions.
    2. Obtain Owner's written permission before proceeding with utility interruptions.
D. Smoking and Controlled Substance Restrictions: Use of alcoholic beverages, marijuana and other controlled substances on Project Site is not permitted.

1.7 PERMITS

A. Furnish all necessary permits for construction of Work, including the following:
   1. Stormwater permit.

1.8 SPECIFICATION CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
   1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
   2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
   3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.

B. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
   1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
   2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
   3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Sections Includes:
   1. Cash allowances.
   2. Contingency allowances.
   3. Testing and inspection allowances.
   4. Schedule of Values.
   5. Application for Payment.
   6. Change procedures.
   7. Defect assessment.
   8. Unit prices.
   9. Alternates.

B. Related Requirements
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 CASH ALLOWANCES

A. Costs Included in Cash Allowances: Cost of product to Contractor or Subcontractor, less applicable trade discounts; delivery to Site and applicable taxes unless stated otherwise in Allowance Schedule.

B. Costs Not Included in Cash Allowances but Included in Contract Sum/Price: Product handling at Site including unloading, uncrating, and storage; protection of products from elements and from damage; and labor for installation and finishing unless stated otherwise in Allowance Schedule.

C. Engineer Responsibilities:
   1. Consult with Contractor for consideration and selection of products suppliers.
   2. Select products in consultation with Owner and transmit decision to Contractor.
   3. Prepare Change Order.

D. Contractor Responsibilities:
   1. Assist Engineer in selection of products, suppliers.
   2. Obtain proposals from suppliers and offer recommendations.
   3. Upon notification of selection by Engineer, execute purchase agreement with designated supplier.
   4. Arrange for and process Shop Drawings, Product Data, and Samples. Arrange for delivery.
   5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.

E. Differences in costs will be adjusted by Change Order.

F. Allowance Schedule: N/A

1.3 CONTINGENCY ALLOWANCES

A. Include in Contract a stipulated sum shown on the Bid package price Bid sheet for use upon Owner's instruction as a contingency allowance.

B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead, and profit will be included in Change Orders authorizing expenditure of funds from this contingency allowance.
C. Funds will be drawn from contingency allowance only by Change Order.
D. At closeout of Contract, funds remaining in contingency allowance will be credited to Owner by Change Order.

1.4 SCHEDULE OF VALUES

A. Submit electronic file to Project website of schedule on Progress Estimate schedule on EJCDC C-620. Contractor's standard form or electronic media printout will be considered for this use.
B. Submit Schedule of Values as electronic file to Project website within 15 days after date of Owner-Contractor Agreement.
C. Format: Use Table of Contents of this Project Manual. Identify each line item with number and title of major Specification Section. Also identify Site mobilization.
D. Include in each line item amount of allowances as specified in this Section. For unit cost allowances, identify quantities taken from Contract Documents multiplied by unit cost to achieve total for each item.
E. Include within each line item, direct proportional amount of Contractor's overhead and profit.
F. Revise schedule to list approved Change Orders with each Application for Payment.

1.5 APPLICATION FOR PAYMENT

A. Submit electronic file to Project website of each Application for Payment on EJCDC C-620 - Contractor's Application for Payment.
B. Content and Format: Use Schedule of Values for listing items in Application for Payment.
C. Submit updated construction schedule with each Application for Payment.
D. Payment Period: Submit at intervals stipulated in the Agreement.
E. Submit submittals with transmittal letter as specified in Section 01 33 00 "Submittal Procedures."
F. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
    1. Current construction photographs specified in Section 01 33 00 "Submittal Procedures."
    2. Affidavits attesting to off-Site stored products.
    3. Construction Progress Schedule, revised and current as specified in Section 01 33 00 "Submittal Procedures."

1.6 CHANGE PROCEDURES

A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Architect/Engineer of any error, inconsistency, omission, or apparent discrepancy.
C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Architect/Engineer; establish procedures for handling queries and clarifications.
    1. Use CSI Form 13.2A - Request for Interpretation for requesting interpretations.

2. Engineer may respond with a direct answer on the Request for Interpretation form, Clarification Notice CSI Form 13.3A Clarification Notice, or Proposal Request CSI Form 13/6A - Change Order Request (Proposal).

D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on EJCDC C-942.
E. Engineer may issue CSI Form 13/6A Notice of Change including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change. Contractor will prepare and submit estimate within 14 days.
F. Contractor may propose changes by submitting a request for change to Architect/Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on the Work by separate or other Contractors.
G. Document requested substitutions according to Section 01 25 00 "Substitution Procedures."
H. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for Change Order as approved by Engineer.
I. Unit Price Change Order: For Contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of that which are not predetermined, execute Work under Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Force Account Change Order.
J. Construction Change Directive: Engineer may issue directive, on EJCDC C-940 - Work Change Directive signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
K. Force Account Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Architect/Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
L. Maintain detailed records of Work done on force account basis. Provide full information required for evaluation of proposed changes and to substantiate costs for changes in the Work.
M. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
N. Change Order Forms: EJCDC C-941 - Change Order.
O. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
P. Correlation of Contractor Submittals:
    1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
    2. Promptly revise Progress Schedules to reflect change in Contract Time, revise subschedules to adjust times for other items of Work affected by the change, and resubmit.
    3. Promptly enter changes in Record Documents.

1.7 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.
C. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.
D. Authority of Engineer to assess defects and identify payment adjustments is final.
E. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
    1. Products wasted or disposed of in a manner that is not acceptable.
    2. Products determined as unacceptable before or after placement.
    3. Products not completely unloaded from transporting vehicle.
    4. Products placed beyond lines and levels of the required Work.
    5. Products remaining on hand after completion of the Work.
    6. Loading, hauling, and disposing of rejected products.

1.8 UNIT PRICES

A. Authority: Measurement methods are delineated in individual Specification Sections.
B. Measurement methods delineated in individual Specification Sections complement criteria of this Section. In event of conflict, requirements of individual Specification Section govern.
C. Take measurements and compute quantities. Engineer will verify measurements and quantities.
D. Unit Quantities: Quantities and measurements indicated on Bid Form are for Contract purposes only. Quantities and measurements supplied or placed in the Work shall determine payment.
    1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at contracted unit sum/prices.
    2. When actual Work requires 25 percent or greater change in quantity than those quantities indicated, Owner or Contractor may claim a Contract Price adjustment.
E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.
F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
G. Measurement of Quantities:
    1. Weigh Scales: Inspected, tested, and certified by applicable of Texas weights and measures department within past year.
    2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
    3. Metering Devices: Inspected, tested, and certified by applicable of Texas department within past year.
    4. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel, or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
    5. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
    6. Measurement by Area: Measured by square dimension using mean length and width or radius.
    7. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
    8. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 22 00 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Procedures for measurement and payment.
   2. Mobilization demobilization.
   3. Unit price items.
   4. Lump sum items.
   5. Bid Form-specific payment items.

B. Related Requirements:
   1. Request for Bids Section.
   2. Other Division 01 Specification Sections apply to Work of the Section.

1.2 PROCEDURES FOR MEASUREMENT AND PAYMENT

A. Unit price bid on each item as stated in Request for Bids Section includes furnishing all labor, superintendence, machinery, equipment, and materials, except as otherwise specified, necessary, or incidental to complete various item of Work per Drawings and Specifications.

B. Cost of Work or materials shown on Drawings or called for in Specifications and on which no separate payment is made, included in bid prices on various pay items.

C. Payment not made for any items not complete, including all associated incidental Work.

1.3 MOBILIZATION/DEMOBILIZATION

A. Payment made for mobilization and demobilization on lump sum basis.

B. Bid amount for mobilization and demobilization shall not exceed 5 percent of total Bid Price.

C. Work under this item consists of preparatory work and operations, including but not limited to those necessary for movement of personnel, equipment, supplies, and incidentals to Work; establish all offices, buildings, and other facilities necessary for Work; and all other work and operations performed or costs incurred prior to beginning work on various items of Work.

D. Payment for mobilization and demobilization will be on a lump sum basis with partial payments as noted. The adjusted Contract Amount as used herein is defined as the total Contract amount less lump sum for mobilization and demobilization.
   1. First Application for Payment: 50 percent of lump sum.
   2. Second Application for Payment: 75 percent of the lump sum.
   3. When 10 percent of adjusted Contract amount is earned, 90 percent of mobilization and demobilization lump sum.
   4. Final Application for Payment: 100 percent of mobilization and demobilization lump sum.

1.4 UNIT PRICE ITEMS

A. Unit price items, not otherwise included herein, paid at a unit price per unit.

B. Payment will include all work and material for installing unit price item as specified.

C. Measurement made in units shown on Request for Bids Section.

1.5 LUMP SUM ITEMS

A. Lump sum items include all work and materials for installing lump sum item as specified.
B. Payment based on percentage complete basis as agreed by Engineer and Contractor.
C. Payment includes all work and material for installing lump sum bid item as specified.

1.6 BID FORM-SPECIFIC PAYMENT ITEMS

A. General/Site
   1. Mobilization/Demobilization
      a. Measurement: None.
      b. Payment: Lump sum basis for bonds, insurance, mobilizing and demobilizing. Mobilization will be limited to 3 percent of total base bid. Demobilization will be limited to 2 percent of total base bid. Owner shall be solely responsible to determine timing for demobilization payment.
   2. Traffic Control
      a. Measurement: None.
      b. Payment: Lump sum basis for preparing, implementing, and maintaining an approved traffic control plan as specified.
   3. Stormwater Pollution Prevention Plan and Erosion Control
      a. Measurement: None.
      b. Payment: Lump sum basis for preparing SWPPP, filing Notice(s) of Intent (NOI), installing, and maintaining erosion control measures, preparing reports and filing a Notice of Termination (NOT) as specified.
   4. Utility Sign
      a. Measurement: Per each.
      b. Payment: For each type and size as specified, shown on Drawings, and included in Bid Form, payment per each for furnishing and installing at locations specified.
   5. Install Gate
      a. Measurement: Per each.
      b. Payment: For each type and size as specified, shown on Drawings, and included in Bid Form, payment per each for furnishing and installing at locations shown.
   6. Soil Preparation/Re-seeding
      a. Measurement: None.
      b. Payment: As specified, shown on Drawings, and included in Bid Form, payment on lump sum basis for preparing topsoil, providing and placing seed mixture in all areas disturbed by construction activities.
   7. Gravity Sewer Pipe
      a. Measurement: Linear foot basis as measured along surface from center-to-center of manholes or appurtenances.
      b. Payment: For each type and size as specified, shown on Drawings, and included in Bid Form, payment per each for furnishing and installing at locations shown.
   8. Manholes (0-6 feet)
      a. Measurement: Per each basis.
      b. Payment: For each type and size as specified, shown on Drawings, and included in Bid Form, payment per each for furnishing and installing at locations shown.
   9. Extra Depth Manhole
      a. Measurement: Per vertical foot basis measured in excess of 6-foot depth.
      b. Payment: For each type and size as specified, shown on Drawings, and included in Bid Form, payment per vertical foot.

10. Warning Tape and Tracer Wire
    a. Measurement: Linear foot basis as measured along center line of installed utility.
    b. Payment: For each type and size as specified, shown on Drawings, and included in Bid Form, payment per unit price for furnishing and installing.
11. Steel Casing (Open Trench)
    a. Measurement: Per linear foot.
    b. Payment: For each type and size as specified, shown on Drawings, and included in Bid Form, payment per each for furnishing and installing at locations shown.
12. Connect to Existing Wastewater Main
    a. Measurement: Per each
    b. Payment: For each type and size as specified, shown on Drawings, and included in Bid Form, payment per each connection.
13. Sewer Stubout Plug
    a. Measurement: Per each basis.
    b. Payment: For each type and size as specified, shown on Drawings, and included in Bid Form, payment per each for furnishing and installing at location(s) shown.
14. Trench Safety (Including Plan)
    a. Measurement: Linear foot basis as measured along excavation center line for all trenches requiring trench safety.
    b. Payment: For each type and size as specified, shown on Drawings, and included in Bid Form, payment per linear foot.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Quality assurance.
   2. Product options.
   3. Product substitution procedures.

B. Related Requirements
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 QUALITY ASSURANCE

A. Contracts are based on products and standards established in Contract Documents without consideration of proposed substitutions.

B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.

C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless substitution has been accepted and approved in writing by Owner.

1.3 PRODUCT OPTIONS

A. See Section 01 60 00 "Product Requirements."

1.4 PRODUCT SUBSTITUTION PROCEDURES

A. Document General Conditions of Bidding specifies time restrictions for submitting requests for substitutions during Bidding period.

B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.

C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
   1. Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
   2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
   3. Reference to Article and Paragraph numbers in Specification Section.
   4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
   5. Changes required in other Work.
   6. Availability of maintenance service and source of replacement parts as applicable.
   7. Certified test data to show compliance with performance characteristics specified.
   8. Samples when applicable or requested.
   9. Other information as necessary to assist Engineer's evaluation.

D. A request constitutes a representation that Bidder:
   1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.

2. Will provide same warranty for substitution as for specified product.
3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extension that may subsequently become apparent.
5. Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
6. Will reimburse Owner Engineer for review or redesign services associated with reapproval by authorities having jurisdiction.

E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request or when acceptance will require revision to Contract Documents.

1.5 INSTALLER SUBSTITUTION PROCEDURES

A. Document General Conditions of Bidding specifies time restrictions for submitting requests for substitutions during Bidding period.
B. Document each request with:
1. Installer's qualifications.
2. Installer's experience in work similar to that specified.
3. Other information as necessary to assist Engineer's evaluation.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Coordination and Project conditions.
   2. Preconstruction meeting.
   3. Site mobilization meeting.
   4. Progress meetings.
   5. Preinstallation meetings.
   6. Closeout meeting.
   7. Alteration procedures.

B. Related Requirements
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.

B. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing operating equipment in service.

C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practical; place runs parallel with lines of building. Use spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
   1. Coordination Drawings: Prepare as required to coordinate all portions of Work. Show relationship and integration of different construction elements that require coordination during fabrication or installation to fit in space provided or to function as intended. Indicate locations where space is limited for installation and access and where sequencing and coordination of installations are important.

D. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.

E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.

F. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.

G. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

A. Engineer will schedule and preside over meeting after Notice of Award.

B. Attendance Required: Engineer, Owner, Resident Project Representative,Construction Manager, major Subcontractors, and Contractor.

C. Minimum Agenda:
   1. Distribution of Contract Documents.
   2. Submission of list of Subcontractors, list of products, schedule of values, submittal schedule, and Progress Schedule.
   3. Designation of personnel representing parties in Contract, inspector, and Engineer.
   4. Communication procedures.
   5. Procedures and processing of requests for interpretations, field decisions, field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
   6. Scheduling.
   7. Critical Work sequencing.

D. Construction Manager: Record minutes and distribute copies to participants within seven days after meeting, with electronic copies each to Engineer, Owner, and those affected by decisions made.

1.4 SITE MOBILIZATION MEETING

A. Owner will schedule and preside over meeting at Project Site prior to Contractor occupancy. Construction Manager presides over meeting.

B. Attendance Required: Engineer, Owner, Contractor, Contractor's superintendent, Construction Manager, major Subcontractors.

C. Minimum Agenda:
   1. Use of premises by Owner and Contractor.
   2. Owner's requirements.
   3. Construction facilities and controls provided by Contractor.
   4. Temporary utilities provided by Contractor.
   5. Survey pipeline layout.
   6. Security and housekeeping procedures.
   7. Schedules.
   8. Procedures for testing.
   9. Procedures for maintaining record documents.

D. Construction Manager: Record minutes and distribute copies to participants within seven days after meeting, with electronic copies each to Engineer, Owner, and those affected by decisions made.

1.5 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.

B. Make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.

C. Attendance Required: Job superintendent, major Subcontractors and suppliers, and Engineer, Owner, as appropriate to agenda topics for each meeting.

D. Minimum Agenda:
   1. Review minutes of previous meetings.
   2. Review of Work progress.
   3. Field observations, problems, and decisions.
   4. Identification of problems impeding planned progress.
   5. Review of submittal schedule and status of submittals.
   6. Review of off-Site fabrication and delivery schedules.
   7. Maintenance of Progress Schedule.
   8. Corrective measures to regain projected schedules.

9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on Progress Schedule and coordination.
13. Other business relating to Work.

E. Construction Manager: Record minutes and distribute copies to participants within seven days after meeting, with electronic copies each to Engineer, Owner, and those affected by decisions made.

1.6 PREINSTALLATION MEETINGS

A. When required in individual Specification Sections, convene preinstallation meetings at Project Site before starting Work of specific Section.
B. Require attendance of parties directly affecting, or affected by, Work of specific Section.
C. Notify Engineer seven days in advance of meeting date.
D. Prepare agenda and preside over meeting:
   1. Review conditions of installation, preparation, and installation procedures.
   2. Review coordination with related Work.
E. Record minutes and distribute to participants within seven days after meeting, with electronic copies each to Engineer, Owner, and those affected by decisions made.

1.7 CLOSEOUT MEETING

A. Schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.
B. Attendance Required: Contractor, Construction Manager, major Subcontractors, Engineer, Owner, and others appropriate to agenda.
C. Notify Architect/Engineer seven days in advance of meeting date.
D. Minimum Agenda:
   1. Start-up of facilities and systems.
   2. Operations and maintenance manuals.
   3. Testing, adjusting, and balancing.
   4. System demonstration and observation.
   5. Operation and maintenance instructions for Owner's personnel.
   6. Contractor's inspection of Work.
   7. Contractor's preparation of an initial "punch list."
   8. Procedure to request Engineer inspection to determine date of Substantial Completion.
   9. Completion time for correcting deficiencies.
   10. Inspections by authorities having jurisdiction.
   11. Partial release of retainage.
   12. Final cleaning.
   13. Preparation for final inspection.
   14. Closeout Submittals:
      a. Project record documents.
      b. Operating and maintenance documents.
      c. Operating and maintenance materials.
      d. Affidavits.
   15. Final Application for Payment.
   16. Contractor's demobilization of Site.
   17. Maintenance.

E. Record minutes and distribute copies to participants within seven days after meeting, with electronic copies each to Engineer, Owner, and those affected by decisions made.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 32 16 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Web-based project management software package.
   2. Digital Project data licensing.
   3. Submittals.
   4. Quality assurance.
   5. Format for network analysis schedules.
   6. Network analysis schedules.
   7. Bar chart schedules.
   8. Review and evaluation.
   9. Updating schedules.
   10. Distribution.

B. Related Requirements
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 WEB-BASED PROJECT MANAGEMENT SOFTWARE PACKAGE

A. Web-Based Project Management Software Package: Use Engineer's web-based project management software package for purposes of hosting and managing Project communication and documentation until final completion.
   1. Web-based project management software includes, at a minimum, the following features:
      a. Compilation of Project data, including Contractor, Subcontractors, Engineer, Engineer's consultants, Owner, and other entities involved in Project. Include names of individuals and contact information.
      b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents.
      c. Document workflow planning, allowing customization of workflow among Project entities.
      d. Create, log, track, and notify Project members of Project communications required in other Specification Sections, including, but not limited to, RFIs, submittals, minor changes in the Work, Construction Change Directives, and Change Orders.
      e. Track status of each Project communication in real time, and log time and date when responses are provided.
      f. Procedures for handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
      g. Process and track payment applications.
      h. Process and track contract modifications.
      i. Create and distribute meeting minutes.
      j. Document management for Drawings, Specifications, and coordination Drawings, including revision control.
      k. Management of construction progress photographs.
      l. Mobile device compatibility, including smartphones and tablets.

B. Provide up to seven project management software user licenses for use by Owner, Construction Manager, Engineer, and Engineer's consultants. Provide eight hours of software training at Architect's/Engineer's office for web-based Project software users.
   1. At completion of Project, provide digital archive in format that is readable by common desktop software applications and acceptable to Engineer. Provide data in locked format to prevent further changes.
   2. Manufacturers:
      a. Newforma, Inc.
   3. Products: Provide one of the above project management software packages under the current published licensing agreements.

1.3 DIGITAL PROJECT DATA LICENSING

A. Engineer's Data Files Not Available: Engineer will not provide Engineer's CAD Drawing digital data files for Contractor's use during construction.

1.4 SUBMITTALS

A. Within 10 days after date established in Notice to Proceed, submit proposed preliminary network diagram defining planned operations for first 60 days of Work, with general outline for remainder of Work.
B. Participate in review of preliminary and complete network diagrams jointly with Engineer.
C. Within 20 days after joint review of proposed preliminary network diagram, submit draft of proposed complete network diagram for review. Include written certification that major Subcontractors have reviewed and accepted proposed schedule.
D. Within 10 days after joint review, submit complete network analysis consisting of network diagrams and mathematical analyses.
E. Submit updated network schedules with each Application for Payment and at least every 30 days.
F. Post as electronic file to Project website.
G. Schedule Updates:
   1. Overall percent complete, projected and actual.
   2. Completion progress by listed activity and sub-activity, to within five working days prior to submittal.
   3. Changes in Work scope and activities modified since submittal.
   4. Delays in submittals or resubmittals, deliveries, or Work.
   5. Adjusted or modified sequences of Work.
   6. Other identifiable changes.
   7. Revised projections of progress and completion.
H. Narrative Progress Report:
   1. Submit with each monthly submission of Progress Schedule.
   2. Summary of Work completed during the past period between reports.
   3. Work planned during the next period.
   4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.
   5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
   6. Corrective action taken or proposed.

1.5 QUALITY ASSURANCE

A. Scheduler: Contractor's personnel specializing in scheduling with two years' minimum experience in scheduling construction work of complexity comparable to the Project, and having use of computer facilities capable of delivering detailed graphic printout within 8 hours of request.
B. Contractor's Administrative Personnel: Two years' minimum experience in using and monitoring schedules on comparable Projects.

1.6 NETWORK ANALYSIS SCHEDULES

A. Bar Chart Schedules
    1. Format: Bar chart Schedule, to include at least:
        a. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:
            1) Subcontract Work.
            2) Major equipment design, fabrication, factory testing, and delivery dates including required lead times.
            3) Move-in and other preliminary activities.
            4) Equipment and equipment system test and startup activities.
            5) Project closeout and cleanup.
            6) Work sequences, constraints, and milestones.
        b. Listings identified by Specification Section number.
        c. Identification of the following:
    2. Horizontal time frame by year, month, and week.
    3. Duration, early start, and completion for each activity and subactivity.
    4. Critical activities and Project float.
    5. Subschedules to further define critical portions of Work.

1.7 REVIEW AND EVALUATION

A. Participate in joint review and evaluation of schedules with Architect/Engineer at each submittal.
B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.
C. After review, revise schedules incorporating results of review, and resubmit within 10 days.

1.8 UPDATING SCHEDULES

A. Maintain schedules to record actual start and finish dates of completed activities.
B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update schedules to depict current status of Work.
C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
D. Upon approval of a Change Order, include the change in the next schedule submittal.
E. Indicate changes required to maintain Date of Substantial Completion.
F. Submit sorts as required to support recommended changes.
G. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect.

1.9 DISTRIBUTION

A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, Subcontractors, suppliers, Engineer, Owner , and other concerned parties.
B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Definitions.
   2. Submittal procedures.
   3. Construction progress schedules.
   4. Proposed product list.
   5. Product data.
   6. Use of electronic CAD files of Project Drawings.
   7. Shop Drawings.
   8. Samples.
   9. Other submittals.
   10. Design data.
   11. Test reports.
   12. Certificates.
   13. Manufacturer's instructions.
   14. Manufacturer's field reports.
   15. Erection Drawings.
   16. Construction photographs.
   17. Contractor review.
   18. Engineer review.

B. Related Requirements
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Engineer's and Construction Manager's responsive action.

B. Informational Submittals: Written and graphic information and physical Samples that do not require Engineer's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

A. Transmit each submittal with CSI Form 12.1A - Submittal Transmittal or Engineer-accepted form.

B. Mark revised submittals with original number and sequential alphabetic suffix.

C. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.

D. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.

E. Schedule submittals to expedite Project, and post electronic submittals as PDF electronic files to Project website. Coordinate submission of related items.

F. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.

G. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
H. Allow space on submittals for Contractor and Engineer review stamps.
I. When revised for resubmission, identify changes made since previous submission.
J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
K. Submittals not requested will not be recognized nor processed.
L. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.

1.4 CONSTRUCTION PROGRESS SCHEDULES

A. Comply with Section 01 32 16 "Construction Progress Schedule."

1.5 PROPOSED PRODUCT LIST

A. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

1.6 PRODUCT DATA

A. Product Data: Action Submittal: Submit to Architect/Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
B. Post electronic submittals as PDF electronic files to Project website.
C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 "Execution and Closeout Requirements."

1.7 ELECTRONIC CAD FILES OF PROJECT DRAWINGS

A. Electronic CAD Files of Project Drawings: May only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.
B. Electronic CAD Files of Project Drawings: Distributed only under the following conditions:
    1. Use of files is solely at receiver's risk. Engineer does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Engineer of discrepancy and use information in hard-copy Drawings and Specifications.
    2. CAD files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.

3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.
4. Receiver shall not hold Architect/Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.
5. Receiver shall understand that even though Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
6. Receiver shall not hold Architect/Engineer responsible for such viruses or their consequences, and shall hold Architect/Engineer harmless against costs, losses, or damage caused by presence of computer virus in files or media.

C. Costs: $100 per file, plus 8.25 percent sales tax per request paid in advance by certified check or money order payable to Architect/Engineer.

1.8 SHOP DRAWINGS

A. Shop Drawings: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a Professional Engineer responsible for designing components shown on Shop Drawings.
   1. Include signed and sealed calculations to support design.
   2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
   3. Make revisions and provide additional information when required by authorities having jurisdiction.
D. Post electronic submittals as PDF electronic files to Project website.
E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 "Execution and Closeout Requirements."

1.9 SAMPLES

A. Samples: Action Submittal: Submit to Architect/Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
B. Samples for Selection as Specified in Product Sections:
   1. Submit to Architect/Engineer for aesthetic, color, and finish selection.
   2. Submit Samples of finishes, textures, and patterns for Architect/Engineer selection.
C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
D. Include identification on each Sample, with full Project information.
E. Submit number of Samples specified in individual Specification Sections; Engineer will retain one Sample.
F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
G. Samples will not be used for testing purposes unless specifically stated in Specification Section.

H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 "Execution and Closeout Requirements."

1.10 OTHER SUBMITTALS

A. Closeout Submittals: Comply with Section 01 70 00 "Execution and Closeout Requirements."
B. Informational Submittal: Submit data for Engineer's knowledge as Contract administrator or for Owner.
C. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

1.11 TEST REPORTS

A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.12 CERTIFICATES

A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Engineer, in quantities specified for Product Data.
B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.

1.13 MANUFACTURER'S INSTRUCTIONS

A. Informational Submittal: Submit manufacturer's installation instructions for Engineer's knowledge as Contract administrator or for Owner.
B. Submit printed instructions for delivery, storage, assembly, installation, startup**,** adjusting, and finishing, to Engineer in quantities specified for Product Data.
C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.14 MANUFACTURER'S FIELD REPORTS

A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
B. Submit report within 5 days of observation to Engineer for information.
C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.15 ERECTION DRAWINGS

A. Informational Submittal: Submit Drawings for Engineer's knowledge as Contract administrator or for Owner.
B. Submit Drawings for information assessing conformance with information given and design concept expressed in Contract Documents.

C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner.

1.16 CONSTRUCTION PHOTOGRAPHS

A. Provide photographs of Site and construction throughout progress of Work produced by an experienced photographer acceptable to Engineer.
B. Submit photographs showing preconstruction conditions with First Application for Payment. Payment application will not be considered complete without preconstruction photos. Thereafter submit photographs with each payment application or at least once per month.
C. Digital Images: Deliver complete set of digital image electronic files on CD-ROM or post to project website to Owner with Project record documents. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as sensor, uncropped.
    1. Digital Images: Uncompressed TIFF format, produced by digital camera with minimum sensor size of 4.0 megapixels, and image resolution of not less than 1600 by 1200 pixels.
    2. Date and Time: Include date and time in file name for each image.

1.17 CONTRACTOR REVIEW

A. Review for compliance with Contract Documents and approve submittals before transmitting to Engineer and Construction Manager.
B. Contractor: Responsible for:
    1. Determination and verification of materials including manufacturer's catalog numbers.
    2. Determination and verification of field measurements and field construction criteria.
    3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
    4. Determination of accuracy and completeness of dimensions and quantities.
    5. Confirmation and coordination of dimensions and field conditions at Site.
    6. Construction means, techniques, sequences, and procedures.
    7. Safety precautions.
    8. Coordination and performance of Work of all trades.
C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Architect/Engineer.

1.18 ARCHITECT/ENGINEER REVIEW

A. Do not make "mass submittals" to Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 15 or more submittals or items in one week. If "mass submittals" are received, Engineer's review time stated above will be extended as necessary to perform proper review. Engineer will review "mass submittals" based on priority determined by Engineer after consultation with Owner and Construction Manager.
B. Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will not be reviewed or returned with comment.
C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.

D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order, Field Order.

E. **Owner may withhold monies due to Contractor to cover additional costs beyond the second submittal review.**

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Quality control.
   2. Tolerances.
   3. References.
   4. Labeling.
   5. Mockup requirements.
   6. Testing and inspection services.
   7. Manufacturers' field services.

B. Related Requirements
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 QUALITY CONTROL

A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.

B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

C. Perform Work using persons qualified to produce required and specified quality.

D. Products, materials, and equipment may be subject to inspection by Engineer and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.

E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current as of date for receiving Bids except where specific date is established by code.

C. Obtain copies of standards and maintain on Site when required by product Specification Sections.

D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.5 LABELING

A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
   1. Model number.
   2. Serial number.
   3. Performance characteristics.
C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

1.6 MOCK-UP REQUIREMENTS

A. Tests will be performed under provisions identified in this Section and identified in individual product Specification Sections.
B. Assemble and erect specified or indicated items with specified or indicated attachment and anchorage devices, flashings, seals, and finishes.
C. Accepted mockups shall be comparison standard for remaining Work.
D. Where mockup has been accepted by Engineer and is specified in product Specification Sections to be removed, remove mockup and clear area when directed to do so by Architect/Engineer.

1.7 TESTING AND INSPECTION SERVICES

A. Employ and pay for services of an independent testing agency or laboratory acceptable to Owner to perform specified testing.
   1. Before starting Work, submit testing laboratory name, address, and telephone number and names of full-time professional Engineer and responsible officer.
   2. Submit one copy or report of laboratory facilities' inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of deficiencies reported by inspection.
B. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Engineer or Owner.
C. Reports shall be submitted by independent firm to Engineer, Contractor, and authorities having jurisdiction, in duplicate, indicating observations and results of tests and compliance or noncompliance with Contract Documents.
   1. Submit final report indicating correction of Work previously reported as noncompliant.
D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
   1. Notify Engineer and independent firm 24 hours before expected time for operations requiring services.
   2. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.

E. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.

F. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.

G. Agency Responsibilities:
   1. Test Samples of mixes submitted by Contractor.
   2. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
   3. Perform indicated sampling and testing of products according to specified standards.
   4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
   5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
   6. Perform additional tests required by Engineer.
   7. Attend preconstruction meetings and progress meetings.

H. Agency Reports: After each test, promptly submit two copies of report to Engineer, Contractor, and authorities having jurisdiction. When requested by Engineer, provide interpretation of test results. Include the following:
   1. Date issued.
   2. Project title and number.
   3. Name of inspector.
   4. Date and time of sampling or inspection.
   5. Identification of product and Specification Section.
   6. Location in Project.
   7. Type of inspection or test.
   8. Date of test.
   9. Results of tests.
   10. Conformance with Contract Documents.

I. Limits on Testing Authority:
   1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
   2. Agency or laboratory may not approve or accept any portion of the Work.
   3. Agency or laboratory may not assume duties of Contractor.
   4. Agency or laboratory has no authority to stop the Work.

1.8 MANUFACTURER'S FIELD SERVICES

A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment, testing, adjusting, and balancing of equipmen commissioning as applicable, and to initiate instructions when necessary.

B. Submit qualifications of observer to Engineer 30 days in advance of required observations. Observer is subject to approval of Owner.

C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.

D. Refer to Section 01 33 00 "Submittal Procedures," "Manufacturer's Field Reports" Article.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 43 26 - TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. References.
   2. Selection and payment.
   3. Quality Assurance.
   4. Contractor submittals.
   5. Laboratory responsibilities.
   6. Laboratory reports.
   7. Limits on testing laboratory authority.
   8. Contractor responsibilities.
   9. Schedule of inspections and tests.

B. Related Sections:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation.
B. ASTM D3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials.
C. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing/Inspection of Soil and Rock as Used in Engineering Design and Construction.
D. ASTM E329 - Standard Specification for Minimum Requirements for Agencies Engaged in Construction Inspection, Testing, or Special Inspection.
E. ISO/IEC 17025.

1.3 SELECTION AND PAYMENT

A. Contractor shall employ and pay for services of an independent testing laboratory to perform specified inspection and testing.
B. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform work per Contract Document requirements.

1.4 QUALITY ASSURANCE

A. Comply with requirements of ASTM C1077, D3666, D3740, E329, and ISO/IEC 17025.
B. Laboratory: Authorized to operate in State of Texas.
C. Laboratory Staff: Maintain a full-time, on-staff, registered Engineer to review services.

1.5 CONTRACTOR SUBMITTALS

A. Before starting Work, submit testing laboratory name, address, and phone number, as well as names of full-time registered Engineer and responsible officer.
B. Submit copy of laboratory facility inspection report made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with remedy memorandum of deficiencies reported by inspection.

C. Submit Testing Laboratory firm's reports to the distribution list the Engineer provided at preconstruction conference, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
D. Testing and employment of testing agency or laboratory does not relieve Contractor from performing Work to Contract requirements.
E. Retest/reinspect required because of non-conformance to specified requirements using same testing agency or laboratory. Payment for retesting is Contractor responsibility.

1.6 LABORATORY RESPONSIBILITIES

A. Test samples of mixes submitted by Contractor.
B. Provide qualified personnel onsite. Cooperate with Engineer and Contractor in service performance.
C. Perform specified inspection, sampling, and testing of Products per specified standards.
D. Ascertain compliance of materials and mixes with Contract Document requirements.
E. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or Products.
F. Perform additional inspections and tests required by Engineer.

1.7 LABORATORY REPORTS

A. After each inspection and test, promptly distribute reports to distribution list provided by Engineer at preconstruction conference.
B. Include:
    1. Date issued.
    2. Project title and number.
    3. Name of inspector.
    4. Date and time of sampling or inspection.
    5. Identification of product and Specification Section.
    6. Location in Project.
    7. Type of inspection or test.
    8. Date of test.
    9. Results of tests.
    10. Conformance with Contract Documents.
C. When requested by Engineer, provide interpretation of test results.

1.8 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory may not release, revoke, alter, or enlarge Contract Document requirements.
B. Laboratory may not approve or accept any portion of Work.
C. Laboratory may not assume any duties of Contractor.
D. Laboratory has no authority to stop the Work.

1.9 CONTRACTOR RESPONSIBILITIES

A. Deliver to laboratory at designated location, adequate samples of materials proposed to use which require testing, along with proposed mix designs.
B. Cooperate with laboratory personnel and provide access to Work and manufacturer facilities.
C. Provide incidental labor and facilities to provide access to Work to test, obtain, and handle samples at site or source of products to test, facilitate tests and inspections, storage, and curing test samples.
D. Notify Engineer and laboratory 24 hours before expected time for operations requiring inspection and testing services.

1.10 SCHEDULE OF INSPECTIONS AND TESTS

A. As indicated in individual Specifications and Special Provisions (Water Utilities).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

1.2 Edit the following list to match Articles retained in final edited Section.

A. Section Includes:
   1. Temporary facilities under Construction Management Agreement.
   2. Temporary Utilities:
      a. Temporary electricity.
      b. Temporary lighting for construction purposes.
      c. Temporary ventilation.
      d. Temporary water service.
      e. Temporary sanitary facilities.
   3. Construction Facilities:
      a. Field offices and sheds.
      b. Vehicular access.
      c. Parking.
      d. Progress cleaning and waste removal.
      e. Project identification.
      f. Traffic regulation.
      g. Fire-prevention facilities.
   4. Temporary Controls:
      a. Barriers.
      b. Enclosures and fencing.
      c. Security.
      d. Water control.
      e. Dust control.
      f. Erosion and sediment control.
      g. Noise control.
      h. Pest and rodent control.
      i. Pollution control.
   5. Removal of utilities, facilities, and controls.

B. Related Requirements
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.3 REFERENCES

A. ASTM International:
   1. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
   2. ASTM E 90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
   3. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

1.4 TEMPORARY ELECTRICITY

A. Provide and pay for power service required from utility or other sources source as needed for construction operation.

1.5 TEMPORARY VENTILATION

A. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.6 TEMPORARY WATER SERVICE

A. Provide and pay for suitable quality water service as needed to maintain specified conditions for construction operations.

1.7 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of Project mobilization.

1.8 FIELD OFFICES AND SHEDS

A. Storage Areas and Sheds: Size to storage requirements for products of individual Sections, allowing for access and orderly provision for maintenance and inspection of products to suit requirements in Section 01 60 00 "Product Requirements."
B. Preparation: Fill and grade Sites for temporary structures sloped for drainage away from buildings.

1.9 VEHICULAR ACCESS

A. Construct temporary access roads from public thoroughfares to serve construction area, of width and load-bearing capacity to accommodate unimpeded traffic for construction purposes.
B. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
C. Extend and relocate vehicular access as Work progress requires and provide detours as necessary for unimpeded traffic flow.
D. Locate as indicated on Drawings.
E. Provide unimpeded access for emergency vehicles. Maintain 20-inch-wide driveways with turning space between and around combustible materials.
F. Provide and maintain access to fire hydrants and control valves free of obstructions.
G. Provide means of removing mud from vehicle wheels before entering streets.
H. Do not use existing on-Site roads for construction traffic.

1.10 PARKING

A. Provide temporary gravel surface parking areas to accommodate construction personnel.
B. Locate as indicated on Drawings.
C. If Site space is not adequate, provide additional off-Site parking.
D. Use of existing on-Site streets and driveways used for construction traffic is [**not**] permitted. Tracked vehicles are not allowed on paved areas.
E. Use of existing parking facilities used by construction personnel is [**not**] permitted.

F. Do not allow heavy vehicles or construction equipment in parking areas.
G. Do not allow vehicle parking on existing pavement.
H. Maintenance:
    1. Maintain traffic and parking areas in sound condition.
    2. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original condition.
I. Removal, Repair:
    1. Remove temporary materials and construction at Substantial Completion.
    2. Remove underground Work and compacted materials to depth of 2 feet; fill and grade Site as indicated.
    3. Repair existing facilities damaged by use, to original condition.
J. Mud from Site vehicles: Provide means of removing mud from vehicle wheels before entering streets.

1.11 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.
B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, before enclosing spaces.
C. Broom and vacuum clean interior areas before starting surface finishing, and continue cleaning to eliminate dust.
D. Collect and remove waste materials, debris, and rubbish from Site as needed and dispose of off-Site.
E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.12 PROJECT IDENTIFICATION

A. Project Identification Sign:
    1. One painted sign of construction, design, and content shown on Drawings, location designated.
    2. Content:
        a. Project number, title, logo**,** and name of Owner.
        b. Names and titles of authorities.
        c. Names and titles of Engineer and Consultants.
        d. Name of Prime Contractor.
    3. Graphic Design, Colors, and Style of Lettering: Designated by Engineer.
B. Project Informational Signs:
    1. Painted informational signs of same colors and lettering as Project identification sign or standard products; size lettering for legibility at 100-foot distance.
    2. Provide sign at each field office and storage shed. Relocate as Work progress requires.
    3. No other signs are allowed without Owner's permission except those required by law.
C. Design sign and structure to withstand 60-mph wind velocity.
D. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.
E. Show content, layout, lettering, color.
F. Sign Materials:
    1. Structure and Framing: wood or metal, structurally adequate.

2. Sign Surfaces: Exterior grade plywood with medium-density overlay, minimum of 3/4-inch thick, standard large sizes to minimize joints.
3. Rough Hardware: Galvanized and aluminum.
4. Paint and Primers: Exterior quality, two coats; sign background of color.
5. Lettering: Exterior quality paint, contrasting colors.

G. Installation:
1. Install Project identification sign within 15 days after date established by Notice to Proceed.
2. Erect at location of high public visibility adjacent to main entrance to Site.
3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
4. Install sign surface plumb and level, with butt joints. Anchor securely.
5. Paint exposed surfaces of sign, supports, and framing.

H. Maintenance: Maintain clean signs and supports; repair deterioration and damage.

I. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

1.13 TRAFFIC REGULATION

A. Signs, Signals, and Devices:
1. Post-Mounted and Wall-Mounted Traffic Control and Informational Signs: As approved by authorities having jurisdiction.
2. Traffic Control Signals: As approved by local jurisdictions.
3. Traffic Cones, Drums, Flares, and Lights: As approved by authorities having jurisdiction.
4. Flag Person Equipment: As required by authorities having jurisdiction.

B. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

C. Flares and Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

D. Haul Routes:
1. Consult with authorities having jurisdiction and establish public thoroughfares to be used for haul routes and Site access.

E. Traffic Signs and Signals:
1. Provide signs at approaches to Site and on Site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
2. Provide, operate, and maintain traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor's operations.
3. Relocate signs and signals as Work progresses, to maintain effective traffic control.

F. Removal:
1. Remove equipment and devices when no longer required.
2. Repair damage caused by installation.
3. Remove post settings to depth of 2 feet.

1.14 FIRE-PREVENTION FACILITIES

A. Prohibit smoking within buildings under construction and demolition. Designate area on Site where smoking is permitted. Provide approved ashtrays in designated smoking areas.

B. Establish fire watch for cutting, welding, and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.

1.15 SECURITY

A. Security Program:
   1. Protect Work on existing premises from theft, vandalism, and unauthorized entry.
   2. Initiate program at Project mobilization.
   3. Maintain program throughout construction period until Final Completion.

B. Entry Control:
   1. Restrict entrance of persons and vehicles to Project Site and existing facilities.
   2. Allow entrance only to authorized persons with proper identification.
   3. Maintain log of workers and visitors and make available to Owner on request.
   4. Owner will control entrance of persons and vehicles related to Owner's operations.

1.16 WATER CONTROL

A. Grade Site to drain. Maintain excavations free of water. Provide, operate, and maintain necessary pumping equipment.
B. Protect Site from puddles or running water. Provide water barriers as required to protect Site from soil erosion.

1.17 DUST CONTROL

A. Execute Work by methods that minimize raising dust from construction operations.
B. Provide positive means to prevent airborne dust from dispersing into atmosphere.

1.18 EROSION AND SEDIMENT CONTROL

A. Follow requirements of 01 57 23 "Stormwater Pollution Control."
B. Plan and execute construction by methods to control surface drainage from cuts and fills from borrow and waste disposal areas. Prevent erosion and sedimentation.
C. Minimize surface area of bare soil exposed at one time.
D. Provide temporary measures including berms, dikes, drains, and other devices to prevent water flow.
E. Construct fill and waste areas by selective placement to avoid erosive surface silts and clays.
F. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.

1.19 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.
B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.20 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, and materials before Substantial Completion inspection.
B. Remove underground installations to minimum depth of 2 feet.

C. Clean and repair damage caused by installation or use of temporary Work.
D. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 57 23 - TEMPORARY STORMWATER POLLUTION CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Contractor responsibilities.
   2. Submittals.
   3. Erosion and sediment controls.

B. Related Requirements:
   1. Local jurisdiction requirements.
   2. Other Division 01 Specification Sections apply to Work of this Section.

1.2 CONTRACTOR RESPONSIBILITIES

A. Contractor is solely responsible for meeting all TCEQ and EPA requirements for stormwater pollution prevention:
   1. Develop a Stormwater Pollution Prevention Plan (SWPPP);
   2. File Notice of Intent (NOI) and include Owner as an "Operator;"
   3. Install and maintain all erosion control measures and best management practices (BMPs);
   4. Perform inspections and prepare reports; and
   5. File Notice of Termination (NOT).

1.3 SUBMITTALS

A. Submit to Engineer, SWPPP, Submittal Procedures, and all other related documentation conforming to Section 01 30 00 "Administrative Requirements."

1.4 EROSION AND SEDIMENT CONTROLS

A. Implement structural measures to divert flows from exposed soils, temporarily store flows, or otherwise limit run-off and discharge of pollutants from exposed areas of site. Timely implement structural practices as specified in SWPPP during construction to minimize erosion and sediment run-off.

B. Stabilized Ingress/Egress:
   1. Provide stabilized access to/from construction site as soon as practical per SWPPP.
   2. Ensure any soil tracked off-site is cleaned from existing roads, alleys, and any adjacent properties as soon as possible. Check for any pollutants (mud, silt, sand, cement, construction materials, etc.) tracked or washed off-site and perform necessary clean-up measures at the end of each workday.

C. Silt Fences/Diversion Berms: Provide as a temporary structural practice to minimize erosion and sediment runoff, as necessary. Properly install silt fences and/or diversion berms to effectively retain sediment immediately after completing each phase of Work where erosion would occur as sheet and rill erosion (clearing and grubbing, excavation, embankment, grading, etc.).

D. Sand/Gravel Bags: Provide as a temporary structural practice to minimize erosion and sediment runoff. Properly place bags to effectively retain sediment immediately after completing each phase of Work (clearing and grubbing, excavation, embankment, grading, etc.) in each independent runoff area (after clearing and grubbing between ridge and drain, place bags as Work progresses, remove/replace/relocate bags as needed for Work to progress in drainage area). Replace sand/gravel bags no longer in good condition, as needed.

E. Site Stabilization:
   1. Minimize surface area of base soil material at one time.
   2. Implement necessary stabilization measures including:
      a. Temporary/permanent seeding/sodding;
      b. Mulching;
      c. Geotextiles;
      d. Vegetative buffer strips;
      e. Paving;
      f. Rock riprap; and/or
      g. Rock-filled gabions.
      h. Inlet protection.
   3. Implement stabilization measures per SWPPP.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Products.
   2. Product delivery requirements.
   3. Product storage and handling requirements.
   4. Product options.
   5. Equipment electrical characteristics and components.

B. Related Requirements
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 PRODUCTS

A. At minimum, comply with specified requirements and reference standards.

B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.

C. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.

D. Domestic Products: All iron and steel products produced through a manufacturing process and used in the project shall be produced in the United States in accordance with Goverment Code §2252.202, et seq., as amended.

E. Do not use materials and equipment removed from existing premises except as specifically permitted by Contract Documents.

F. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

A. Comply with delivery requirements in Section 01 74 19 "Construction Waste Management and Disposal."

B. Transport and handle products according to manufacturer's instructions.

C. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.

D. Provide equipment and personnel to handle products; use methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

A. Store and protect products according to manufacturer's instructions.

B. Store products with seals and labels intact and legible.

C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.

D. For exterior storage of fabricated products, place products on sloped supports aboveground.

E. Provide bonded off-Site storage and protection when Site does not permit on-Site storage or protection.
F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
H. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.
I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards or description.
B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and complying with Specifications; no options or substitutions allowed.
C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit Request for Substitution for any manufacturer not named, according to Section 01 25 00 "Substitution Procedures."

PART 2 - PRODUCTS

2.1 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

A. Wiring Terminations: Furnish terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Include lugs for terminal box.
B. Cord and Plug: Furnish minimum 6-foot-long cord and plug including grounding connector for connection to electric wiring system. Cord of longer length may be specified in individual Specification Sections.

PART 3 - EXECUTION - (Not Used)

END OF SECTION

SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Examination.
2. Preparation.
3. Coordination of Owner's portion of the Work.
4. Field engineering.
5. Execution.
6. Cutting and patching.
7. Protecting installed construction.
8. Starting of systems.
9. Demonstration and instruction.
10. Testing, adjusting, and balancing.
11. Closeout procedures.
12. Project record documents.
13. Operation and maintenance data.
14. Manual for materials and finishes.
15. Manual for equipment and systems.
16. Spare parts and maintenance products.
17. Product warranties and product bonds.
18. Maintenance service.
19. Final cleaning.

B. Related Requirements
1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 EXAMINATION

A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
C. Examine and verify specific conditions described in individual Specification Sections.
D. Verify that utility services are available with correct characteristics and in correct locations.

1.3 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance according to manufacturer's instructions.
B. Seal cracks or openings of substrate prior to applying next material or substance.
C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

1.4 FIELD ENGINEERING

A. Employ land surveyor registered in State of Texas and acceptable to Owner.

B. Locate and protect survey controls and reference points. Promptly notify Engineer of discrepancies discovered.
C. Control datum for survey is established by Owner-provided survey and indicated on Drawings.
D. Verify setbacks and easements; confirm Drawing dimensions and elevations.
E. Provide field engineering services. Establish elevations, lines, and levels using recognized engineering survey practices.
F. Submit copy of certificate signed by land surveyor certifying elevations and locations of the Work are in conformance with Contract Documents.
G. Maintain complete and accurate log of control and survey Work as it progresses.
H. Protect survey control points prior to starting Site Work; preserve permanent reference points during construction.
I. Promptly report to Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.
J. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.

1.5 EXECUTION

A. Comply with manufacturer's installation instructions, performing each step in sequence. Maintain one set of manufacturer's installation instructions at Project Site during installation and until completion of construction.
B. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
C. Verify that field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.
D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
    1. Secure Work true to line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
    2. Physically separate products in place and provide electrical insulation or protective coatings to prevent galvanic action or corrosion between dissimilar metals.
    3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual effect choices to Engineer for final decision.
E. Allow for expansion of materials and building movement.
F. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
    1. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.
    2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.
G. Mounting Heights: Where not indicated, mount individual units of Work at industry-recognized standard mounting heights for particular application indicated.
    1. Refer questionable mounting height choices to Architect/Engineer for final decision.
    2. Elements Identified as Handicap Accessible: Comply with applicable codes and regulations.
H. Adjust operating products and equipment to ensure smooth and unhindered operation.
I. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction period. Lubricate operable components as recommended by manufacturer.

1.6 CUTTING AND PATCHING

A. Employ skilled and experienced Installers to perform cutting and patching.
B. Submit written request in advance of cutting or altering elements affecting the following:
   1. Structural integrity of element.
   2. Integrity of weather-exposed or moisture-resistant elements.
   3. Efficiency, maintenance, or safety of element.
   4. Visual qualities of sight-exposed elements.
   5. Work of Owner or separate Contractor.
C. Execute cutting, fitting, and patching, including excavation and fill to complete Work and to accomplish the following:
   1. Fit the several parts together, to integrate with other Work.
   2. Uncover Work to install or correct ill-timed Work.
   3. Remove and replace defective and nonconforming Work.
   4. Remove samples of installed Work for testing.
   5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
D. Execute Work by methods to avoid damage to other Work and to provide proper surfaces to receive patching and finishing.
E. Cut masonry and concrete materials using masonry saw or core drill.
F. Restore Work with new products according to requirements of Contract Documents.
G. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
J. Identify the hazardous substances or conditions exposed during the Work to Engineer for decision or remedy.

1.7 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual Specification Sections.
B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.
C. Prohibit traffic from landscaped areas.

1.8 STARTING OF SYSTEMS

A. Coordinate schedule for startup of various equipment and systems.
B. Notify Engineer 14 days prior to startup of each item. Star up date shall not be scheduled until proposed date has been accepted by the Owner and Engineer.
C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
D. Verify that tests, meter readings, and electrical characteristics agree with those required by equipment or system manufacturer.
E. Verify that wiring and support components for equipment are complete and tested.
F. Execute startup under supervision of manufacturer's representative or Contractors' personnel according to manufacturer's instructions.

G. When specified in individual Specification Sections, require manufacturer to provide authorized representative who will be present at Site to inspect, check, and approve equipment or system installation prior to startup and will supervise placing equipment or system in operation.

H. Submit a written report in accordance with Section 01 33 00 - Submittal Procedures stating that equipment or system has been properly installed and is functioning correctly.

1.9 CLOSEOUT PROCEDURES

A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:
   1. Submit maintenance manuals, Project record documents, digital images of construction photographs, and other similar final record data in compliance with this Section.
   2. Complete facility startup, testing, adjusting, balancing of systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified in compliance with this Section.
   3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
   4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
   5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
   6. Make final change-over of locks and transmit keys directly to Owner. Advise Owner's personnel of change-over in security provisions.
   7. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
   8. Perform final cleaning according to this Section.

B. Substantial Completion Inspection:
   1. When Contractor considers Work to be substantially complete, submit to Engineer:
      a. Written certificate that Work, or designated portion, is substantially complete.
      b. List of items to be completed or corrected (initial punch list).
   2. Within seven days after receipt of request for Substantial Completion, Engineer will make inspection to determine whether Work or designated portion is substantially complete.
   3. Should Engineer determine that Work is not substantially complete:
      a. Engineer will promptly notify Contractor in writing, stating reasons for its opinion.
      b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Engineer.
      c. Engineer will reinspect Work.
      d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.
   4. When Engineer finds that Work is substantially complete, Engineer will:

a. Prepare Certificate of Substantial Completion on EJCDC C-625 - Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified and amended by Architect/Engineer and Owner (final punch list).
b. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.

5. After Work is substantially complete, Contractor shall:
a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
b. Complete Work listed for completion or correction within time period stipulated.

C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.
1. When Contractor considers Work to be complete, submit written certification that:
a. Contract Documents have been reviewed.
b. Work has been examined for compliance with Contract Documents.
c. Work has been completed according to Contract Documents.
d. Work is completed and ready for final inspection.
2. Submittals: Submit following:
a. Final punch list indicating all items have been completed or corrected.
b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
d. Accounting statement for final changes to Contract Sum.
e. Contractor's affidavit of payment of debts and claims on AIA G706 - Contractor's Affidavit of Payment of Debts and Claims.
f. Contractor affidavit of release of liens on AIA G706A - Contractor's Affidavit of Release of Liens.
g. Consent of surety to final payment on AIA G707 - Consent of Surety to Final Payment Form.
3. Perform final cleaning for Contractor-soiled areas according to this Section.

D. Final Completion Inspection:
1. Within seven days after receipt of request for final inspection, Engineer will make inspection to determine whether Work or designated portion is complete.
2. Should Engineer consider Work to be incomplete or defective:
a. Engineer will promptly notify Contractor in writing, listing incomplete or defective Work.
b. Contractor shall remedy stated deficiencies and send second written request to Engineer that Work is complete.
c. Engineer will reinspect Work.
d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.

1.10 PROJECT RECORD DOCUMENTS

A. Maintain on Site one set of the following record documents; record actual revisions to the Work:
1. Drawings.
2. Specifications.
3. Addenda.

4. Change Orders and other modifications to the Contract.
5. Reviewed Shop Drawings, product data, and Samples.
6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.
C. Store record documents separate from documents used for construction.
D. Record information concurrent with construction progress, not less than weekly.
E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
2. Product substitutions or alternates used.
3. Changes made by Addenda, bulletin, Change Order, and modifications.
F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction as follows:
1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and change orders.
2. Include locations of concealed elements of the Work.
3. Identify depth of buried utility lines and provide dimensions showing distances from permanent facility components that are parallel to utilities.
4. Dimension ends, corners, and junctions of buried utilities to permanent facility components using triangulation.
5. Identify and locate existing buried or concealed items encountered during Project.
6. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
7. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
8. Field changes of dimension and detail.
9. Details not on original Drawings.

G. Submit marked-up paper copy documents to Engineer with claim for final Application for Payment.
H. Submit PDF electronic files of marked-up documents to Engineer with claim for final Application for Payment.

1.11 OPERATION AND MAINTENANCE DATA

A. Submit in PDF composite electronic indexed file.
B. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger Drawings to size of text pages.
C. Contents: Prepare table of contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
2. Part 2: Operation and maintenance instructions, arranged by process flow and subdivided by Specification Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Include the following:
a. Significant design criteria.
b. List of equipment.
c. Parts list for each component.
d. Operating instructions.
e. Maintenance instructions for equipment and systems.
f. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.

g. Safety precautions to be taken when operating and maintaining or working near equipment.

3. Part 3: Project documents and certificates, including the following:
   a. Shop Drawings and product data.
   b. Air and water balance reports.
   c. Certificates.
   d. Originals of warranties and bonds.

1.12 MANUAL FOR MATERIALS AND FINISHES

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one copy with comments.
B. For equipment or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
C. Submit one copy of completed volumes 15 days prior to final inspection.

1.13 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Furnish spare parts, maintenance, and extra products in quantities specified in individual Specification Sections.
B. Deliver to place in location as directed by Owner; obtain receipt prior to final payment.

1.14 FINAL CLEANING

A. Execute final cleaning prior to final walk through inspection.
B. Remove waste and surplus materials, rubbish, and construction facilities from Site.
C. Return site to original or better condition.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION - (Not Used)

END OF SECTION

DIVISION 03

CONCRETE

SECTION 03 10 00 - CONCRETE FORMING AND ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Formwork for cast-in-place concrete.
   2. Shoring, bracing, and anchorage.
   3. Form stripping.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 03 20 00 "Concrete Reinforcing:" Reinforcing steel and required supports for cast-in-place concrete.

1.2 REFERENCE STANDARDS

A. American Concrete Institute:
   1. ACI 117 - Specification for Tolerances for Concrete Construction and Materials.
   2. ACI 301 - Specifications for Structural Concrete.
   3. ACI 318 - Building Code Requirements for Structural Concrete.
   4. ACI 347 - Guide to Formwork for Concrete.

B. American Forest & Paper Association:
   1. AF&PA - National Design Specification (NDS) for Wood Construction.

C. APA - The Engineered Wood Association:
   1. APA/EWA PS 1 - Voluntary Product Standard - Structural Plywood.

D. ASTM International:
   1. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
   2. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
   3. ASTM E96M - Standard Test Methods for Water Vapor Transmission of Materials.

E. West Coast Lumber Inspection Bureau:
   1. WCLIB - Standard No. 17 Grading Rules for West Coast Lumber.

1.3 COORDINATION

A. Section 01 30 00 - Administrative Requirements: Requirements for coordination.

B. Coordinate Work of this Section with other Sections of Work in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other Work.

1.4 SUBMITTALS

A. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

B. Delegated Design Submittals:
   1. Submit signed and sealed Shop Drawings with design calculations and assumptions for formwork, shoring, and reshores.
   2. Indicate loads transferred to structure during process of concreting, shoring, and reshoring.

3. Include structural calculations to support design.

C. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

D. Qualifications Statement:
   1. Submit qualifications for licensed professional.

1.5 QUALITY ASSURANCE

A. Perform Work according to ACI 347, 301, and 318.
B. For wood products furnished for Work of this Section, comply with AF&PA.
C. Perform Work according to City of Midland standards.
D. Maintain one copy of each standard affecting Work of this Section on Site.

1.6 QUALIFICATIONS

A. Licensed Professional: Professional engineer experienced in design of specified Work and licensed in State of Texas.

PART 2 - PRODUCTS

2.1 PERFORMANCE AND DESIGN CRITERIA

A. Design, engineer, and construct formwork, shoring, and bracing according to ACI 318 to conform to design and applicable code requirements to achieve concrete shape, line, and dimension as indicated on Drawings.

2.2 WOOD FORM MATERIALS

A. Form Materials: At discretion of Contractor.

2.3 PREFABRICATED FORMS

A. Manufacturers:
   1. EFCO - Economy Forms Corp.
   2. Molded Fiber Glass Construction Products.
   3. Sonoco Products Co.
   4. Symons by Dayton Superior.
   5. Wall-Ties & Forms, Inc.
   6. Western Forms.
   7. Substitutions: As specified in Section 01 60 00 "Product Requirements."

B. Preformed Steel Forms:
   1. Description: Matched, tightly fitted, and stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.
   2. Minimum Thickness: 16 gauge.

C. FRP Forms: Matched, tightly fitted, and stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished concrete surfaces.

D. Pan:
   1. Material: Steel.
   2. Configuration: Size and profile as required.

E. Steel Forms:
   1. Description: Sheet steel, suitably reinforced.

2. Design: For particular use as indicated on Drawings.

F. Form Liners: Smooth, durable, grainless, and non-staining hardboard unless otherwise indicated on Drawings.

G. Framing, Studding, and Bracing: Stud No. 3 structural light-framing grade.

2.4 FORMWORK ACCESSORIES

A. Form Ties:
1. Type: Removable Snap off; cone.
2. Material: Galvanized.
3. Length: Adjustable.
4. Furnish waterproofing washer.
5. Free of defects capable of leaving holes larger than 1-inch in concrete surface.
6. Manufacturers:
a. Heckmann Building Products, Inc.
b. Symons by Dayton Superior.
c. Wall-Ties & Forms, Inc.
d. Substitutions: As specified in Section 01 60 00 "Product Requirements."

B. Spreaders:
1. Description: Standard, non-corrosive metal-form clamp assembly, of type acting as spreaders and leaving no metal within 1 inch of concrete face.
2. Wire ties, wood spreaders, or through bolts are not permitted.

C. Form Release Agent:
1. Description: Colorless mineral oil that will not stain concrete or absorb moisture [or impair natural bonding or color characteristics of coating intended for use on concrete].
2. Manufacturers:
a. Architectural Concrete Chemicals, LLC.
b. Nox-Crete Products Group.
c. Substitutions: As specified in Section 01 60 00 "Product Requirements."

D. Vapor Retarder:
1. Description: Polyethylene sheet.
2. Thickness: 8 mils.

E. Bituminous Joint Filler: Comply with ASTM D1751.

F. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Size, strength, and character to maintain formwork in place while placing concrete.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for installation examination.

B. Verify lines, levels, and centers before proceeding with formwork.

C. Verify that dimensions agree with Shop Drawings.

D. If formwork is placed after reinforcement resulting in insufficient concrete cover over reinforcement, request instructions from Engineer before proceeding.

3.2 INSTALLATION

A. Earth Forms:

1. Trench earth forms neatly, accurately, and at least 2 inches wider than footing widths indicated on Drawings.
2. Trim sides and bottom of earth forms.
3. Construct wood edge strips at top of each side of trench to secure reinforcing and to prevent trench from sloughing.
4. Form sides of footings where earth sloughs.
5. Tamp earth forms firm and clear them of debris and loose material before depositing concrete.

B. Formwork:
1. Provide top form for sloped surfaces steeper than 1.5 horizontal to 1 vertical to hold shape of concrete during placement, unless it can be demonstrated that top forms can be omitted.
2. Construct forms to correct shape and dimensions, mortar-tight, braced, and of sufficient strength to maintain shape and position under imposed loads from construction operations.
3. Camber forms where necessary to produce level finished soffits unless indicated otherwise on Drawings.
4. Positioning:
   a. Carefully verify horizontal and vertical positions of forms.
   b. Correct misaligned or misplaced forms before placing concrete.
5. Complete wedging and bracing before placing concrete.
6. Erect formwork, shoring, and bracing to achieve design requirements according to ACI 301.
7. Stripping:
   a. Arrange and assemble formwork to permit dismantling and stripping.
   b. Do not damage concrete during stripping.
   c. Permit removal of remaining principal shores.
8. Obtain approval of Architect/Engineer before framing openings in structural members not indicated on Drawings.
9. Install fillet and chamfer strips on external corners of beams, joists, and columns.
10. Install void forms according to manufacturer instructions.
11. Do not reuse wood formwork more than three times for concrete surfaces to be exposed to view.
12. Do not patch formwork.
13. Leave forms in place for minimum number of days according to ACI 347.

C. Form Removal:
1. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads, and removal has been approved by Architect/Engineer.
2. Loosen forms carefully; do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
3. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged.
4. Discard damaged forms.
5. Form Release Agent:
   a. Apply according to manufacturer instructions.
   b. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.
   c. Do not apply form release agent if concrete surfaces are indicated to receive special finishes or applied coverings that may be affected by agent.

d. Soak inside surfaces of untreated forms with clean water, and keep surfaces coated prior to placement of concrete.

6. Form Cleaning:
   a. Clean forms as erection proceeds to remove foreign matter within forms.
   b. Clean formed cavities of debris prior to placing concrete.
   c. Flush with water or use compressed air to remove remaining foreign matter.
   d. Ensure that water and debris drain to exterior through cleanout ports.
   e. Cold Weather:
      1) During cold weather, remove ice and snow from within forms.
      2) Do not use de-icing salts.
      3) Do not use water to clean out forms, unless formwork and concrete construction proceed within heated enclosure; use compressed air or other dry method to remove foreign matter.
7. Reuse and Coating of Forms:
   a. Thoroughly clean forms and reapply form coating before each reuse.
   b. For exposed Work, do not reuse forms with damaged faces or edges.
   c. Apply form coating to forms according to manufacturer instructions.
   d. Do not coat forms for concrete indicated to receive "scored finish."
   e. Apply form coatings before placing reinforcing steel.

D. Forms for Smooth Finish Concrete:
1. Use steel, plywood, or lined-board forms.
2. Use clean and smooth plywood and form liners, uniform in size, and free from surface and edge damage capable of affecting resulting concrete finish.
3. Install form lining with close-fitting square joints between separate sheets without springing into place.
4. Use full-sized sheets of form liners and plywood wherever possible.
5. Tape joints to prevent protrusions in concrete.
6. Apply forming and strip wood forms in a manner to protect corners and edges.
7. Level and continue horizontal joints.
8. Keep wood forms wet until stripped.

E. Architectural Form Liners:
1. Erect architectural side of formwork first.
2. Attach form liner to forms before installing form ties.
3. Install form liners square, with joints and pattern aligned.
4. Seal form liner joints to prevent grout leaks.
5. Dress joints and edges to match form liner pattern and texture.

F. Forms for Surfaces to Receive Membrane Waterproofing:
1. Use plywood or steel forms.
2. After erection of forms, tape form joints to prevent protrusions in concrete.

G. Framing, Studding, and Bracing:
1. Maximum Spacing of Studs:
   a. Boards: Maximum 16 inches o.c.
   b. Plywood: 12 inches o.c.
2. Size framing, bracing, centering, and supporting members for sufficient strength to maintain shape and position under imposed loads from construction operations.
3. Construct beam soffits of material minimum 2 inches thick.
4. Distribute bracing loads over base area on which bracing is erected.
5. When placed on ground, protect against undermining, settlement, and accidental impact.

H. Form Anchors and Hangers:
1. Do not use anchors and hangers leaving exposed metal at concrete surface.

2. Symmetrically arrange hangers supporting forms from structural-steel members to minimize twisting or rotation of member.
3. Penetration of structural-steel members is not permitted.

I. Inserts, Embedded Parts, and Openings:
1. Install formed openings for items to be embedded in or passing through concrete Work.
2. Locate and set in place items required to be cast directly into concrete.
3. Install accessories straight, level, and plumb, and ensure that items are not disturbed during concrete placement.
4. Joints:
   a. Install waterstops continuous without displacing reinforcement.
5. Openings:
   a. Provide temporary ports or openings in formwork as required to facilitate cleaning and inspection.
   b. Locate openings at bottom of forms to allow flushing water to drain.
6. Close temporary openings with tight-fitting panels, flush with inside face of forms, and neatly fitted such that joints will not be apparent in exposed concrete surfaces.

J. Form Ties:
1. Provide sufficient strength and quantity to prevent spreading of forms.
2. Place ties at least 1 inch away from finished surface of concrete.
3. Leave inner rods in concrete when forms are stripped.
4. Space form ties equidistant, symmetrical, and aligned vertically and horizontally unless indicated otherwise on Drawings.

K. Arrange formwork to allow proper erection sequence and to permit form removal without damage to concrete.

L. Construction Joints:
1. Install surfaced pouring strip where construction joints intersect on exposed surfaces to provide straight line at joints.
2. Just prior to subsequent concrete placement, remove strip and tighten forms to conceal shrinkage.
3. Appearance:
   a. Show no overlapping of construction joints.
   b. Construct joints to present same appearance as butted plywood joints.
4. Arrange joints in continuous line straight, true, and sharp.

M. Embedded Items:
1. Make provisions for pipes, sleeves, anchors, inserts, reglets, anchor slots, nailers, waterstops, and other features.
2. Do not embed wood or uncoated aluminum in concrete.
3. Obtain installation and setting information for embedded items furnished under other Sections.
4. Securely anchor embedded items in correct location and alignment prior to placing concrete.
5. Ensure that conduits and pipes, including those made of coated aluminum, meet requirements of ACI 318 regarding size and location limitations.

N. Openings for Items Passing through Concrete:
1. Frame openings in concrete where indicated on Drawings.
2. Establish exact locations, sizes, and other conditions required for openings and attachment of Work specified under other Sections.
3. Coordinate Work to avoid cutting and patching of concrete after placement.
4. Perform cutting and repairing of concrete required as result of failure to provide required openings.

O. Screeds:
   1. Set screeds and establish levels for tops of and finish on concrete slabs.
   2. Slope slabs to drain where required or as indicated on Drawings.
   3. Before depositing concrete, remove debris from space to be occupied by concrete and thoroughly wet forms; remove freestanding water.

P. Screed Supports:
   1. For concrete over waterproof membranes and vapor retarder membranes, use cradle-, pad-, or base-type screed supports that will not puncture membrane.
   2. Staking through membrane is not permitted.

Q. Cleanouts and Access Panels:
   1. Provide removable cleanout sections or access panels at bottoms of forms to permit inspection and effective cleaning of loose dirt, debris, and waste material.
   2. Clean forms and surfaces against which concrete is to be placed.
   3. Remove chips, sawdust, and other debris.
   4. Thoroughly blow out forms with compressed air just before concrete is placed.

3.3 TOLERANCES

A. Construct formwork to maintain tolerances according to ACI 301 and 318.

3.4 FIELD QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements:" Requirements for inspecting and testing.
B. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for testing, adjusting, and balancing.
C. Inspection:
   1. Inspect erected formwork, shoring, and bracing to ensure that Work complies with formwork design and that supports, fastenings, wedges, ties, and items are secure.
   2. Notify Engineer after placement of reinforcing steel in forms but prior to placing concrete.
   3. Schedule concrete placement to permit formwork inspection before placing concrete.

END OF SECTION

SECTION 03 20 00 - CONCRETE REINFORCING

PART 1 - GENERAL

1.1 SUMMARY

A. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 03 10 00 "Concrete Forming and Accessories:" Form materials, waterstops, and accessories required to form cast-in-place concrete.
   3. Section 03 30 00 "Cast-in-Place Concrete:" Cast-in-place or in-situ concrete for structural building frame, slabs on grade, and other concrete components associated with building.

1.2 REFERENCE STANDARDS

A. American Concrete Institute:
   1. ACI 301 - Specifications for Structural Concrete.
   2. ACI 318 - Building Code Requirements for Structural Concrete.

B. American Welding Society:
   1. AWS D1.4 - Structural Welding Code - Reinforcing Steel.
   2. AWS D1.4M - Structural Welding Code - Reinforcing Steel.

C. ASTM International:
   1. ASTM A184 - Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement.
   2. ASTM A184M - Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement.
   3. ASTM A615 - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
   4. ASTM A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
   5. ASTM A704 - Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement.
   6. ASTM A704M - Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement.
   7. ASTM A706 - Standard Specification for Deformed and Plain Low-Alloy Steel Bars for Concrete Reinforcement.
   8. ASTM A706M - Standard Specification for Deformed and Plain Low-Alloy Steel Bars for Concrete Reinforcement.
   9. ASTM A767 - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement.
   10. ASTM A767M - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement.
   11. ASTM A775 - Standard Specification for Epoxy-Coated Steel Reinforcing Bars.
   12. ASTM A775M - Standard Specification for Epoxy-Coated Steel Reinforcing Bars.
   13. ASTM A884 - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement.
   14. ASTM A884M - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement.

15. ASTM A934 - Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.
16. ASTM A934M - Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.
17. ASTM A996 - Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement.
18. ASTM A996M - Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement.
19. ASTM A1064 - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete.
20. ASTM A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete.

D. Concrete Reinforcing Steel Institute:
1. CRSI 10-MSP - Manual of Standard Practice.
2. CRSI 10PLACE - Placing Reinforcing Bars.

1.3 COORDINATION

A. Section 01 30 00 "Administrative Requirements:" Requirements for coordination.
B. Coordinate Work of this Section with placement of formwork, formed openings, and other Work.

1.4 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.
B. Shop Drawings:
1. Indicate bar sizes, spacings, locations, splice locations, and quantities of reinforcing steel.
2. Indicate bending and cutting schedules.
3. Indicate supporting and spacing devices.
C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
D. Submit certified copies of mill test report of reinforcement materials analysis.
E. Welder Certificates: Certify welders and welding procedures employed on Work, verifying AWS qualification within previous 12 months.
F. Source Quality-Control Submittals: Indicate results of factory tests and inspections.
G. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
H. Qualifications Statement:
1. Welders: Qualify procedures and personnel according to AWS D1.1.

1.5 QUALITY ASSURANCE

A. Perform Work according to ACI 301 and ACI 318.
B. Prepare Shop Drawings according to ACI SP-66.
C. Perform Work according to City of Midland standards.
D. Maintain one copy of each standard affecting Work of this Section on Site.

1.6 QUALIFICATIONS

A. Welders: AWS qualified within previous 12 months for employed weld types.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 "Product Requirements:" Requirements for transporting, handling, storing, and protecting products.
B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
C. Store materials according to manufacturer instructions.
D. Protection:
   1. Protect materials from moisture by storing in clean, dry location remote from construction operations areas.
   2. Provide additional protection according to manufacturer instructions.

1.8 EXISTING CONDITIONS

A. Field Measurements:
   1. Verify field measurements prior to fabrication.
   2. Indicate field measurements on Shop Drawings.

PART 2 - PRODUCTS

2.1 REINFORCEMENT

A. Reinforcing Steel:
   1. Comply with ASTM A615.
   2. Yield Strength: 60 ksi.
   3. Billet Bars: Deformed.
   4. Finish: Uncoated.

2.2 FABRICATION

A. Fabricate concrete reinforcement according to ACI 318.
B. Form standard hooks for 90-degree bends, stirrups and tie hooks as indicated on Drawings.
C. Form reinforcement bends with minimum diameters according to ACI 318.
D. Fabricate column reinforcement with offset bends at reinforcement splices.
E. Form spiral column reinforcement from minimum 3/8-inch-diameter continuous plain bar or wire.
F. Form ties and stirrups from following:
   1. Bars No. 10 and Smaller: No. 3 deformed bars.
   2. Bars No. 11 and Larger: No. 4 deformed bars.
G. Weld reinforcement according to AWS D1.4.
H. Splicing:
   1. If not indicated on Drawings, locate reinforcement splices at point of minimum stress.

2.3 SHOP FINISHING

A. Galvanized Finish for Steel Bars:
   1. Comply with ASTM A767, Class [I] [II].
   2. Hot-dip galvanized after fabrication.
B. Epoxy-Coated Finish for Steel Bars: Comply with ASTM [A775] [A934].

C. Epoxy-Coated Finish for Steel Wire: Comply with ASTM A884, Class A.

2.4 ACCESSORY MATERIALS

A. Tie Wire:
   1. Minimum 16 gauge, annealed type.
B. Chairs, Bolsters, Bar Supports, and Spacers:
   1. Size and Shape: To strengthen and support reinforcement during concrete placement conditions.
C. Special Chairs, Bolsters, Bar Supports, and Spacers Adjacent to Weather-Exposed Concrete Surfaces:
   1. Material: Plastic-coated steel.
   2. Size and Shape: To meet Project conditions.
D. Reinforcing Splicing Devices:
   1. Type: Exothermic welding type; full tension and compression.

2.5 SOURCE QUALITY CONTROL

A. Provide shop inspection and testing of completed assembly.
B. Section 01 40 00 "Quality Requirements:" Requirements for testing, inspection, and analysis.
C. Certificate of Compliance:
   1. If fabricator is approved by authorities having jurisdiction, submit certificate of compliance indicating Work performed at fabricator's facility conforms to Contract Documents.
   2. Specified shop tests are not required for Work performed by approved fabricator.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Place, support, and secure reinforcement against displacement.
B. Do not deviate from required position beyond specified tolerance.
C. Do not weld crossing reinforcement bars for assembly.
D. Do not displace or damage vapor retarder.
E. Accommodate placement of formed openings.
F. Spacing:
   1. Space reinforcement bars with minimum clear spacing **a**ccording to ACI 318 .
   2. If bars are indicated in multiple layers, place upper bars directly above lower bars.
G. Maintain minimum concrete cover around reinforcement according to ACI 318 as follows:
   1. Footings and Concrete Formed against Earth: 3 inches.
   2. Concrete Exposed to Earth or Weather:
      a. No. 6 Bars and Larger: 2 inches
      b. No. 5 Bars and Smaller: 1-1/2 inches
   3. Supported Slabs, Walls, and Joists:
      a. No. 14 Bars and Larger: 1-1/2 inches
      b. No. 11 Bars and Smaller: 3/4-inch
   4. Beams and Columns: 1-1/2 inches
   5. Shell and Folded Plate Members:
      a. No. 6 Bars and Larger: 3/4-inch
      b. No. 5 Bars and Smaller: 1/2-inch

3.2 TOLERANCES

A. Section 01 40 00 "Quality Requirements:" Requirements for tolerances.
B. Install reinforcement within following tolerances for flexural members, walls, and compression members:
    1. Reinforcement Depth Greater Than 8 Inches:
        a. Depth Tolerance: Plus or Minus 3/8-inch.
        b. Concrete Cover Tolerance:Minus 3/8-inch.
    2. Reinforcement Depth Less Than or Equal to 8 Inches:
        a. Depth Tolerance: Plus or Minus 1/2-inch.
        b. Concrete Cover Tolerance:Minus 1/2-inch.

C. Foundation Walls: Install reinforcement within tolerances according to ACI 530/530.1.

3.3 FIELD QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements:" Requirements for inspecting and testing.
B. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for testing, adjusting, and balancing.
C. Field testing will be performed by Owner's testing laboratory according to ACI 318.

END OF SECTION

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all materials and labor necessary to complete all concrete, plain and reinforced, as indicated on Drawings or as specified in these specifications and as required to complete the Project. Work, without limiting the generality thereof, includes:
   1. Installation of concrete to provide pile caps, transfer beams, grade beams, footings, foundations, suspended slabs, building walls, elevator shaft walls, retaining walls, slabs on grade, electrical ductbanks, and other incidental concrete Work.
   2. Setting of utility structures to grade, setting of granite curb, setting of precast concrete curb, grouting around pipe at manholes, manhole bases, and general repairs caused by utility Work.
   3. Installation of concrete to provide bridge abutments, water retention vaults, sewage vaults, sewage clarifiers, and tunnel structures.
   4. Concrete slurry wall construction.
   5. Mass concrete foundations and related structures.
   6. Lightweight concrete at new composite slab locations.
   7. Concrete pads for mechanical equipment.
   8. Concrete fill in steel stairs.
   9. Furnishing and installation of admixtures.
   10. Work of other trades required to be built into concrete, such as inserts for connections to steel members, waterstops, flashing reglets, anchors, embedded plates, and reinforcing dowels.
   11. Providing vapor retarder or waterproofing membrane below slabs on grade.
   12. Finishing of concrete as specified herein or as indicated on Drawings.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 03 10 00 "Concrete Forming and Accessories:" Formwork and accessories.
   3. Section 03 20 00 "Concrete Reinforcing:" Requirements for reinforcing steel and supports.
   4. Section 31 23 16 "Excavation."
   5. Section 31 23 23 "Fill."

1.2 DEFINITIONS

A. Cementitious Materials: The materials that are subject to compliance with requirements, such as Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume.

B. Conventional Concrete: A type of concrete that has a specified compressive strength of less than 8,000 psi.

C. High-Strength Concrete (HSC): A type of concrete that has a specified compressive strength of 8,000 psi or greater.

D. Self-Consolidating Concrete (SCC): A type of highly flowable, nonsegregating concrete that can spread into place, fill formwork, and encapsulate reinforcement without any mechanical consolidation.

E. Strain Hardening: The ability to carry increasing tensile load beyond the point of first crack.

F. Strain Softening: The ability to carry a reduced (but nonzero) tensile load beyond the point of first crack.
G. Ultra-High-Performance Concrete: A type of concrete that has a minimum specified compressive strength of 22,000 psi with specified durability, tensile ductility, and toughness requirements; fibers are generally included to achieve specified requirements.
H. Water-Cementitious Materials Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.3 REFERENCE STANDARDS

A. American Association of State Highway and Transportation Officials (AASHTO):
1. AASHTO M182 - Standard Specification for Burlap Cloth Made from Jute or Kenaf and Cotton Mats.
B. American Concrete Institute:
1. ACI 117 (117M) - Specification for Tolerances for Concrete Construction and Materials.
2. ACI 232.3R - Report on High-Volume Fly Ash Concrete for Structural Applications.
3. ACI 228.1R - Report on Methods for Estimating In-Place Concrete Strength.
4. ACI 239R - Ultra-High-Performance Concrete: An Emerging Technology Report.
5. ACI 301 (301M) - Specifications for Structural Concrete.
6. ACI 302.1R - Guide for Concrete Floor and Slab Construction.
7. ACI 305R - Guide to Hot Weather Concreting.
8. ACI 305.1 (305.1M) - Specification for Hot Weather Concreting.
9. ACI 306.1 - Standard Specification for Cold Weather Concreting.
10. ACI 306R - Guide to Cold Weather Concreting.
11. ACI 308.1 (308.1M) - Specification for Curing Concrete.
12. ACI 318 (318M) - Building Code Requirements for Structural Concrete.
13. ACI 350.5 (350.5M) - Specifications for Environmental Concrete Structures.
14. ACI 357.3R - Guide for Design and Construction of Waterfront and Coastal Concrete Marine Structures.
15. ACI 362.1R - Guide for the Design and Construction of Durable Concrete Parking Structures.
16. ACI 363.2R - Guide to Quality Control and Assurance of High-Strength Concrete.
17. ACI 440R - Report on Fiber-Reinforced Polymer (FRP) Reinforcement for Concrete Structures.
C. ASTM International:
1. ASTM A820/A820M - Standard Specification for Steel Fibers for Fiber-Reinforced Concrete.
2. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
3. ASTM C33/C33M - Standard Specification for Concrete Aggregates.
4. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
5. ASTM C42/C42M - Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
6. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
7. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete.
8. ASTM C150/C150M - Standard Specification for Portland Cement.
9. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete.
10. ASTM C172/C172M - Standard Practice for Sampling Freshly Mixed Concrete.

11. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
12. ASTM C231/C231M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
13. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete.
14. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
15. ASTM C330/C330M - Standard Specification for Lightweight Aggregates for Structural Concrete.
16. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete.
17. ASTM C567/C567M - Standard Test Method for Determining Density of Structural Lightweight Concrete.
18. ASTM C595/C595M - Standard Specification for Blended Hydraulic Cements.
19. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
20. ASTM C685/C685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing.
21. ASTM C845/C845M - Standard Specification for Expansive Hydraulic Cement.
22. ASTM C881/C881M - Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete.
23. ASTM C979/C979M - Standard Specification for Pigments for Integrally Colored Concrete.
24. ASTM C989/C989M - Standard Specification for Slag Cement for Use in Concrete and Mortars.
25. ASTM C1017/C1017M - Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
26. ASTM C1059/C1059M - Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete.
27. ASTM C1064/C1064M - Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
28. ASTM C1074 - Standard Practice for Estimating Concrete Strength by the Maturity Method.
29. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation.
30. ASTM C1107/C1107M - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
31. ASTM C1116/C1116M - Standard Specification for Fiber-Reinforced Concrete.
32. ASTM C1157/C1157M - Standard Performance Specification for Hydraulic Cement.
33. ASTM C1218/C1218M - Standard Test Method for Water-Soluble Chloride in Mortar and Concrete.
34. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures.
35. ASTM C1260 - Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method).
36. ASTM C1293 - Standard Test Method for Determination of Length Change of Concrete Due to Alkali-Silica Reaction.
37. ASTM C1315 - Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.

38. ASTM C1567 - Standard Test Method for Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials and Aggregate (Accelerated Mortar-Bar Method).
39. ASTM C1602/C1602M - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete.
40. ASTM C1611/C1611M - Standard Test Method for Slump Flow of Self-Consolidating Concrete.
41. ASTM C1778 - Standard Guide for Reducing the Risk of Deleterious Alkali-Aggregate Reaction in Concrete.
42. ASTM D994/D994M - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
43. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
44. ASTM D1752 - Standard Specification for Preformed Sponge Rubber, Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction.
45. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
46. ASTM E154/E154M - Standard Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs, on Walls, or as Ground Cover.
47. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection.
48. ASTM E1155 (E1155M) - Standard Test Method for Determining FF Floor Flatness and FL Floor Levelness Numbers.
49. ASTM E1643 - Standard Practice for Selection, Design, Installation, and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs.
50. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs.
51. ASTM E1993/E1993M - Standard Specification for Bituminous Water Vapor Retarders Used in Contact with Soil or Granular Fill Under Concrete Slabs.

D. Canadian Standards Association (CSA):
   1. CSA A23.1/A23.2 - Concrete Materials and Methods of Concrete Construction/Test Methods and Standard Practices for Concrete.

E. National Ready Mixed Concrete Association (NRMCA):
   1. NRMCA - Certification of Ready Mixed Concrete Production Facilities.

F. National Sanitation Foundation (NSF):
   1. NSF/ANSI Standard 61 - Drinking Water System Components - Health Effects.

G. South Coast Air Quality Management District:
   1. SCAQMD Rule 1168 - Adhesive and Sealant Applications.

H. U.S. Army Corps of Engineers:
   1. CRD-C 48 - Standard Test Method for Water Permeability of Concrete.

1.4 COORDINATION

A. Coordinate placement of control and expansion joint devices with erection of concrete formwork and placement of form accessories.

1.5 SUBMITTALS

A. Product Data: Submit data on the following:

1. Portland cement.
2. Fly ash.
3. Slag cement.
4. Blended hydraulic cement.
5. Silica fume.
6. Performance-based hydraulic cement.
7. Aggregates.
8. Admixtures:
    a. Include limitations of use, such as restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates, temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.
9. Vapor retarders or waterproof membranes.
10. Curing materials:
11. Joint fillers.
12. Repair materials.

B. Design Mixtures: For each concrete mixture, include the following:
1. Mixture identification.
2. Minimum 28-day compressive strength.
3. Durability exposure class.
4. Maximum water-cementitious materials ratio.
5. Calculated equilibrium unit weight for lightweight concrete.
6. Slump limit.
7. Air content.
8. Nominal maximum aggregate size.
9. Steel-fiber reinforcement content.
10. Synthetic micro-fiber content.
11. Indicate amounts of mixing water to be withheld for later addition at Project Site, if permitted.
12. Submit intended placement method.
13. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
14. Submit separate mix designs if admixtures are required for the following:
    a. Hot and cold weather concrete Work.
    b. Air-entrained concrete Work.

C. Qualification Data: Submit data for the following:
1. Installer: Include copies of applicable ACI certificates.
2. Ready-mixed concrete manufacturer.

D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

E. Manufacturer Instructions: Submit installation procedures and interfacing required for adjacent Work.

F. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

1.6 CLOSEOUT SUBMITTALS

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for submittals.

B. Project Record Documents: Record actual locations of embedded utilities and components concealed from view in finished construction.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: A qualified Installer employing Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor certified as ACI Flatwork Concrete Finisher/Technician, or an ACI Concrete Flatwork Technician with experience installing and finishing concrete.

B. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced manufacturing ready-mixed concrete products that complies with ASTM C94/C94M requirements for production facilities and equipment.
   1. Manufacturer certified in accordance with NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

C. Concrete Testing Service: Employ and pay an independent testing laboratory, acceptable to the Owner, Engineer, to perform material evaluation tests and to review concrete mix designs proposed by Contractor to conform to this Specification.

D. Laboratory Testing Agency Qualifications: A testing agency qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated and employing an ACI-certified Concrete Quality Control Technical Manager.
   1. Personnel performing laboratory tests are required to be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisors are required to be ACI-certified Concrete Laboratory Testing Technician, Grade II.

E. Alkali-Silica Reactivity Testing: Aggregates used in the concrete shall be tested by an independent testing agency for alkali-silica reactivity in accordance with ASTM C1260. Agencies approved for this testing are as follows:
   1. American Engineering Testing, Inc., 350 Cleveland Avenue N, Saint Paul, MN 55224-1804.
   2. ATC Associates, Inc., 40 Strafello Drive, Avon, MA 02322-1169.
   3. CTL Group, 5400 Old Orchard Road, Skokie, IL 60077-1030.
   4. Simpson Gumpertz & Heger, 42 Seyon Street, Building 1, Suite 500, Waltham, MA 02453-8355.

F. Additional Testing and Inspection Services:
   1. If required, Owner's testing agency will perform additional testing and inspection services to verify conformance to Contract Documents as listed below:
      a. Inspect concrete batching, mixing, and delivery operations.
      b. Inspect forms, foundation preparation, reinforcement, embedded items, reinforcement placement, and concrete placing, finishing, and curing operations.
      c. Sample concrete at point of placement and other locations as directed by Engineer and perform required tests.
      d. Review manufacturer's report for shipment of cement, reinforcement, and prestressing tendons, and conduct laboratory tests or spot checks of materials received for compliance with specifications.
      e. Other testing or inspection services as required by Architect/Engineer.
   2. Provide Owner's testing agency with requested documentation and access to perform testing and inspection activities.

1.8 AMBIENT CONDITIONS

A. Section 01 50 00 "Temporary Facilities and Controls:" Requirements for ambient condition control facilities for product storage and installation.

B. Cold-Weather Placement: Comply with ACI 301, ACI 306.1, and as follows:

1. Protect concrete Work from physical damage or reduced strength caused by frost, freezing actions, or low temperatures.
2. When average high and low temperature is expected to fall below 40 degrees F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
3. Do not use frozen materials or materials containing ice or snow.
4. Do not place concrete in contact with surfaces less than 35 degrees F, other than reinforcing steel.
5. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

C. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:
1. Maintain concrete temperature at time of discharge not to exceed 95 degrees F.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 unless modified by requirements in the Contract Documents.

2.2 CONCRETE MATERIALS

A. Concrete Source Limitations:
1. Obtain all concrete mixtures from a single ready-mixed concrete manufacturer for entire Project.
2. Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant.
3. Obtain aggregate from single source.

B. Concrete Components:
1. Cement:
   a. Comply with ASTM C150, Type I - Normal,Type IA - Air Entraining.
   b. Type: Portland.
2. Normal Weight Aggregates:
   a. Comply with ASTM C33 Uniform coarse aggregate or better, graded. Provide aggregates from a single source.
   b. Coarse Aggregate Maximum Size: 1-1/2 inches nominal.
3. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride in steel-reinforced concrete.
   a. Air-Entraining Admixture: ASTM C260.
   b. Water-Reducing Admixture: ASTM C494.
   c. Retarding Admixture: ASTM C494.
   d. Water-Reducing and -Retarding Admixture: ASTM C494.
   e. High-Range, Water-Reducing Admixture: ASTM C494.
   f. High-Range, Water-Reducing and -Retarding Admixture: ASTM C494.
   g. Plasticizing and Retarding Admixture:
      1) Comply with ASTM C1017.
      2) Type I, plasticizing.

4. Water and Water Used to Make Ice: ASTM C94/C94M, potable or complying with ASTM C1602/C1602M, including all limits listed in Table 2 and the requirements of Paragraph 5.4.

2.3 FIBER REINFORCEMENT

A. Synthetic Macro-fiber: Synthetic macro-fibers engineered and designed for use in concrete, complying with ASTM C1116/C1116M, Type III, 1 to 2-1/4 inches long.
   1. Manufacturers:
      a. ABC Polymer Industries.
      b. Euclid Chemical Company (The); an RPM company.
      c. GCP Applied Technologies Inc.
      d. Propex Operating Company, LLC.
      e. Sika Corporation.
   2. Substitutions: [As specified in Section 01 60 00 "Product Requirements"] [Not permitted].
   3. Furnish materials according to City of Midland standards.

2.4 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
   1. Manufacturers:
      a. BASF Corporation.
      b. Bon Tool Co.
      c. Brickform; a division of Solomon Colors.
      d. Dayton Superior.
      e. Euclid Chemical Company (The); an RPM company.
      f. Kaufman Products, Inc.
      g. Lambert Corporation.
      h. Laticrete International, Inc.
      i. Nox Crete products group.
      j. Sika Corporation.
      k. SpecChem, LLC.
      l. TK Products.
      m. Vexcon Chemicals Inc.
      n. W.R. Meadows, Inc.
   2. Substitutions: As specified in Section 01 60 00 "Product Requirements."

B. Concrete Curing Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd when dry.

C. Concrete Curing Reusable Moisture-Retaining Covers, ASTM C171:
   1. Burlap-polyethylene sheet.
      a. 10 oz. burlap laminated onto 5 mil white coated polyethylene.
      b. Reusable, natural burlap provides moisture absorption.
      c. Coated white poly reflects sunlight and intense heat rays.
      d. Quality lamination between the two fabrics.
      e. Size: 10-by-100-foot roll.
   2. Provide wet cure blankets comprised of a non-woven polypropylene fabric coated with a white-pigmented polyethylene, complying with ASTM C171; total thickness varies per manufacturer. Acceptable products are as follows
      a. HydraCure reusable, reflective wet cure blankets as manufactured by PNA Construction Technologies, thickness 40 mils.

b. Transguard 4000 as manufactured by Reef Industries, Inc., thickness 42 mils.
c. Conkure 80 as manufactured by Raven Industries, thickness 17 mils.

2.5 RELATED MATERIALS

A. Nonshrink Grout:
1. Manufacturers:
a. CGM, Incorporated.
b. Euclid Chemical Company (The); an RPM company.
c. Laticrete International, Inc.
d. QUIKRETE.
e. Sika Corporation.
2. Substitutions: As specified in Section 01 60 00 "Product Requirements."
B. Bonding Agent:
1. Manufacturers:
a. Euclid Chemical Company (The); an RPM company.
b. Metalcrete Industries.
c. QUIKRETE.
d. Sika Corporation.
e. W.R. Meadows, Inc.
2. Substitutions: As specified in Section 01 60 00 "Product Requirements."
3. Description: rovide epoxy resin base bonding systems complying with ASTM C881.

2.6 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301.
1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.
B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than Portland cement in concrete as follows:
1. Fly Ash or Other Pozzolans: 25 percent by mass.
2. Slag Cement: 50 percent by mass.
3. Silica Fume: 10 percent by mass.
4. Total of Fly Ash or Other Pozzolans, Slag Cement, and Silica Fume: 50 percent by mass, with fly ash or pozzolans not exceeding 25 percent by mass, and silica fume not exceeding 10 percent by mass.
5. Total of Fly Ash or Other Pozzolans and Silica Fume: 35 percent by mass, with fly ash or pozzolans not exceeding 25 percent by mass, and silica fume not exceeding 10 percent by mass.
C. Admixtures: Use in accordance with manufacturer's written instructions.
1. Use water-reducing, high-range water-reducing, or plasticizing admixture in concrete, as required, for placement and workability.
2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs, concrete for parking structure slabs, and concrete with a w/cm below 0.50.
4. Use corrosion-inhibiting admixture in concrete mixtures where indicated.
5. Use permeability-reducing admixture in concrete mixtures where indicated.
D. Color Pigment: Add color pigment to concrete mixture in accordance with manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

2.7 CONCRETE MIXTURES

A. Select proportions for normal weight concrete according to ACI 301, Method 1.
B. Select proportions for concrete ACI 318 trial mixtures or field test data or both.
C. Performance and Design Criteria:
    1. Compressive Strength: 3,000 psi at 28 days.
    2. Cement Type: ASTM C150.
    3. Minimum Cement Content: 470 lb./cu. yd.
    4. Aggregate Type: Normal weight.
    5. Coarse Aggregate: 25-30 percent by volume.
    6. Fine Aggregate: 35-45 percent by volume.
    7. Maximum Water-Cementitious Materials Ratio: 45:1 by weight.
    8. Aggregate Size:
        a. Maximum: 1-1/2-inch.
        b. Minimum: 3/8-inch.
    9. Air Content: 37 percent, plus or minus 1.5 percent.
    10. Admixture Type(s): As required based on enviromental conditions at time of placement.
    11. Maximum Fly Ash or Pozzolan Content: 25 percent of cementitious materials by weight.
    12. Maximum Silica Fume Content: 10 percent of cementitious materials by weight.
    13. Maximum Slag Content: 50 percent of cementitious materials by weight.
    14. Slump: 3-5 inches, plus or minus 1 inch.
D. Average Compressive Strength Reduction: Permitted according to ACI 318.
E. Ready-Mixed Concrete: Mix and deliver concrete according to ASTM C94.
F. Site-Mixed Concrete: Mix concrete according to ACI 318.
G. Mass Concrete: Comply with requirements of ACI 301 Section 8 - Mass Concrete.
H. High Early Concrete Mix Proportions: Provide high early concrete as a preblended, prepackaged material requiring only the addition of water and stone aggregate.

2.8 CONCRETE MIXING

A. Ready-Mix Concrete: Comply with requirements of ASTM C94/C94M, and as herein specified. Delete references for allowing additional water to be added to batch for material with insufficient slump. Addition of water to the batch will not be permitted.
    1. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C94/C94M may be required. When air temperature is between 85 degrees F and 90 degrees F, reduce mixing and delivery time from 90 minutes to 75 minutes, and when air temperature is above 90 degrees F, reduce mixing and delivery time to 60 minutes.
    2. During cold weather, concrete shall not be mixed while the temperature is below 40 degrees without the permission of the Construction Manager. If permission is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature between 50 degrees F and 80 degrees F.
    3. Retempering of concrete by adding water or any other material is not permitted.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions:
   1. Before placing concrete, verify that installation of concrete forms, accessories, and reinforcement, and embedded items is complete and that required inspections have been performed.
   2. Do not proceed until unsatisfactory conditions have been corrected.
B. Verify requirements for concrete cover over reinforcement.
C. Verify that anchors, seats, plates, reinforcement, and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.

3.2 PREPARATION

A. Previously Placed Concrete:
   1. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent.
   2. Remove laitance, coatings, and unsound materials.
B. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels, and pack solid with nonshrink grout.
C. Remove debris and ice from formwork, reinforcement, and concrete substrates.
D. Remove water from areas receiving concrete before concrete is placed.
E. Provide reasonable auxiliary services to accommodate field testing and inspections, acceptable to testing agency, including the following:
   1. Daily access to the Work.
   2. Incidental labor and facilities necessary to facilitate tests and inspections.
   3. Secure space for storage, initial curing, and field curing of test samples, including source of water and continuous electrical power at Project Site during Site curing period for test samples.
   4. Security and protection for test samples and for testing and inspection equipment at Project Site.

3.3 INSTALLATION OF VAPOR RETARDER

A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder in accordance with ASTM E1643 and manufacturer's written instructions.
   1. Install vapor retarder with longest dimension parallel with direction of concrete pour.
   2. Face laps away from exposed direction of concrete pour.
   3. Lap vapor retarder over footings and grade beams not less than 6 inches, sealing vapor retarder to concrete.
   4. Lap joints 6 inches and seal with manufacturer's recommended tape.
   5. Terminate vapor retarder at the top of floor slabs, grade beams, and pile caps, sealing entire perimeter to floor slabs, grade beams, foundation walls, or pile caps.
   6. Seal penetrations in accordance with vapor retarder manufacturer's instructions.
   7. Protect vapor retarder during placement of reinforcement and concrete.
      a. Repair damaged areas by patching with vapor retarder material, overlapping damages area by 6 inches on all sides, and sealing to vapor retarder.

B. Bituminous Vapor Retarders: Place, protect, and repair bituminous vapor retarder in accordance with manufacturer's written instructions.

3.4 INSTALLATION

A. Placing Concrete:
   1. Place concrete according to ACI 301and 318.
   2. Notify testing laboratory Engineer, Construction Manager, minimum 24 hours prior to commencement of operations.
   3. Ensure that reinforcement, inserts, embedded parts, formed expansion and contraction joints, and forms are not disturbed during concrete placement.
   4. Deposit concrete at final position, preventing segregation of mix.
   5. Place concrete in continuous operation for each panel or section as determined by predetermined joints.
   6. Consolidate concrete.
   7. Maintain records of concrete placement, including date, location, quantity, air temperature, and test samples taken.
   8. Place concrete continuously between predetermined expansion, control, and construction joints.
   9. Do not interrupt successive placement and do not permit cold joints to occur.
   10. Place floor slabs in indicated saw-cut pattern.
   11. Saw-Cut Joints:
      a. Saw-cut joints within 12 hours after placing.
      b. Use 3/16-inch thick blade.
      c. Cut into 1/4 depth of slab thickness.
   12. Screeding:
      a. Screed slabs on grade level.
      b. Surface Flatness:
         1) Maximum 1/4-inch in 10 feet.

B. Concrete Finishing:
   1. Provide formed concrete surfaces to be left exposed with smooth-rubbed finish .
   2. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and locations indicated on Drawings.
      a. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.
      b. Coordinate required final finish with Architect/Engineer before application.
   3. Slip-Resistive Finish: Before final floating, apply slip-resistive [aggregate] [aluminum granule] finish to concrete stair treads, platforms, ramps as indicated on Drawings

C. Curing and Protection:
   1. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
   2. Protect concrete footings from freezing for minimum of **five** days.
   3. Maintain concrete with minimal moisture loss at relatively constant temperature for period as necessary for hydration of cement and hardening of concrete.
   4. Cure concrete according to ACI 308.1 using adsorptive mat method.

3.5 FIELD QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements:" Requirements for inspecting and testing.
B. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for testing, adjusting, and balancing.

C. Inspection and Testing: Performed by Owner's testing laboratory according to ACI 318.
D. Provide unrestricted access to Work and cooperate with appointed testing [and inspection] firm.
E. Submit proposed mix design [of each class of concrete] to [inspection and] testing firm for review prior to commencement of Work.
F. Concrete Inspections:
    1. Continuous Placement Inspection: Inspect for proper installation procedures.
    2. Periodic Curing Inspection: Inspect for specified curing temperature and procedures.
G. Strength Test Samples:
    1. Sampling Procedures: Comply with ASTM C172.
    2. Cylinder Molding and Curing Procedures:
        a. Comply with ASTM C31/C31M).
        b. Cylinder Specimens: Standard cured.
    3. Sample concrete and make one set of three cylinders for every 75 cu. yd. or less of each class of concrete placed each day, and for every 5,000 sq. ft. of surface area for slabs and walls.
    4. If volume of concrete for a class of concrete would provide less than five sets of cylinders, take samples from five randomly selected batches, or from every batch if less than five batches are used.
    5. Make one additional cylinder during cold weather concreting and field cure.
H. Concrete Maturity Testing Using Sensors:
    1. Non-destructive Test: Gather information from wireless embedded sensors recording temperature and strength.
    2. Data is logged and/or retrieved by external device in real-time.
    3. Comply with sensor manufacturer's written instructions and ASTM C1074, CSA A23.1/A23.2, ACI 318, ACI 228.1R, and ACI 306R.
I. Field Testing:
    1. Slump Test Method: Comply with ASTM C143/C143M.
    2. Air Content Test Method: Comply with ASTM C231.
    3. Temperature Test Method: Comply with ASTM C1064.
    4. Compressive Strength Concrete:
        a. Measure slump and temperature for each sample.
        b. Measure air content in air-entrained concrete for each sample.
J. Cylinder Compressive Strength Testing:
    1. Test Method: Comply with ASTM C39/C39M.
    2. Test Acceptance: According to ACI 318.
    3. Test one cylinder at seven days.
    4. Test one cylinder at 28 days.
    5. Retain one cylinderfor testing when requested by Engineer.
    6. Dispose of remaining cylinders if testing is not required.
K. Core Compressive Strength Testing:
    1. Sampling and Testing Procedures: Comply with ASTM C42/C42M.
    2. Test Acceptance: According to ACI 318.
L. Patching:
    1. Allow Architect/Engineer to inspect concrete surfaces immediately upon removal of forms.
    2. Honeycombing or Embedded Debris in Concrete:
        a. Not acceptable.
        b. Notify Engineer upon discovery.
    3. Patch imperfections as directed by Engineer according to ACI 301.
M. Defective Concrete:

1. Description: Concrete not conforming to required lines, details, dimensions, tolerances, or specified requirements.
2. Repair or replacement of defective concrete will be determined by Engineer.
3. Do not patch, fill, touch up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

END OF SECTION

DIVISION 31

EARTHWORK

SECTION 31 10 00 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Removing surface debris.
   2. Removing designated paving, curbs.
   3. Removing designated trees, shrubs, and other plant life.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 23 16.13 "Trenching."

1.2 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.

1.3 QUALITY ASSURANCE

A. Conform to applicableFederal, State and Local code for disposal of debris.
B. Perform Work in accordance with City of Midland's standard**.**

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 "Administrative Requirements:" Verification of existing conditions before starting work.
B. Verify existing plant life designated to remain is tagged or identified.
C. Identify waste area for placing removed materials.

3.2 PREPARATION

A. Call Local Utility Line Information service as provided in construction plansnot less than three working days before performing Work.
   1. Request underground utilities to be located and marked within and surrounding construction areas.

3.3 PROTECTION

Ensure items to remain are scheduled or indicated on Drawings.

A. Locate, identify, and protect from damage utilities indicated to remain.

When protection to existing plant life is required to be more extensive than described in the following paragraph, develop separate section for specific Project conditions.

B. Protect trees, plant growth, and features designated to remain.
C. Protect bench marks, survey control points, and existing structures from damage or displacement.

3.4 CLEARING

A. Clear areas required for access to site and execution of Work to minimum depth of 12 inches.
B. Remove trees and shrubs as required within easement area. Remove stumps and root system to depth of 12 inches.

3.5 REMOVAL

A. Remove debris, rock, and extracted plant life from site.
B. Partially remove paving, curbs, and, other improvements as indicated on Drawings. Neatly saw cut edges at right angle to surface.
C. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.
D. Do not burn or bury materials on site. Leave site in clean condition.

3.6 TOPSOIL EXCAVATION

A. Do not remove topsoil from site.

END OF SECTION

SECTION 31 23 16.13 - TRENCHING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Excavating trenches for utilities.
   2. Compacted fill from top of utility bedding to match finished grade elevations as shown on plans.
   3. Backfilling and compaction.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 03 30 00 "Cast-In-Place Concrete:" Concrete materials.

1.2 REFERENCES

A. American Association of State Highway and Transportation Officials:
   1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg Rammer and a 457-mm Drop.

B. ASTM International:
   1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort12,400 ft-lbf/ft3.
   2. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
   3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort 56,000 ft-lbf/ft3.
   4. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
   5. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
   6. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.3 DEFINITIONS

A. Utility: Any buried pipe, duct, conduit, or cable.

1.4 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.

B. Excavation Protection Plan: Describe sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations to support plan.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with the City of Midland Standards and Specifications.

1.6 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.7 COORDINATION

A. Section 01 30 00 "Administrative Requirements:" Coordination and project conditions.
B. Verify Work associated with lower elevation utilities is complete before placing higher elevation utilities.
C. Coordinate existing utility crossings with utility owners. Ensure crossings meet Owner's crossing requirements.

PART 2 - PRODUCTS

2.1 FILL MATERIALS

A. Fill materials shall meet requirements as indicated on Drawings.

PART 3 - EXECUTION

3.1 LINES AND GRADES

A. Lay pipes to lines and grades indicated on Drawings.
   1. Engineer reserves right to make changes in lines, grades, and depths of utilities when changes are required for Project conditions.
B. Use laser-beam instrument with qualified operator to establish lines and grades.

3.2 PREPARATION

A. Call Local Utility Line Information service at numbers provided in Drawings not less than minimum notification days required by State law.
   1. Request underground utilities to be located and marked within and surrounding construction areas.
B. Identify required lines, levels, contours, and datum locations.
C. Protect bench marks, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
D. Maintain and protect above and below grade utilities indicated to remain.
E. Establish temporary traffic control and detours when trenching is performed in public right-of-way. Relocate controls and reroute traffic as required during progress of Work.

3.3 TRENCHING

A. Top soil shall be removed prior to trenching activities. Top soil shall be kept separate from subsoil for replacement during backfilling operations.
B. Excavate subsoil required for utilities to grades provided in construction plans.
C. Remove lumped subsoil, boulders, and rock up to 2 inches in diameter from trench backfill.
D. Perform excavation within 36 inches of existing utility in accordance with utility's company's crossing requirements.

E. Do not advance open trench ahead of installed pipe by more than can be backfilled at the end of each day.
F. Cut trenches to width indicated on Drawings. Remove water or materials that interfere with Work.
G. Excavate bottom of trenches 6 inches deeper than outside of pipe.
H. Excavate trenches to depth indicated on Drawings. Provide uniform and continuous bearing and support for bedding material and pipe.
I. Provide trench protection in accordance with 31 41 11. Sealed trench protection plan requirements take precedence.
J. When subsurface materials at bottom of trench are loose or soft, excavate to greater depth as directed by Engineer until suitable material is encountered.
K. Cut out soft areas of subgrade not capable of compaction in place. Backfill with crushed stone and compact to density equal to or greater than requirements for subsequent backfill material.
L. Trim excavation. Hand trim for bell and spigot pipe joints. Remove loose matter.
M. Correct areas over excavated areas with compacted backfill as specified for authorized excavation or replace with fill concrete as directed by Engineer.
N. Remove excess subsoil not intended for reuse, from site.

3.4 SHEETING AND SHORING

A. Provide sheeting and shoring as directed in the trench protection plan see 31 41 11.
B. Sheet, shore, and brace excavations to prevent danger to persons, structures and adjacent properties and to prevent caving, erosion, and loss of surrounding subsoil.
C. Support trenches excavated through unstable, loose, or soft material. Provide sheeting, shoring, bracing, or other protection to maintain stability of excavation.
D. Repair damage caused by failure of the sheeting, shoring, or bracing and for settlement of filled excavations or adjacent soil.
E. Repair damage to new and existing Work from settlement, water or earth pressure or other causes resulting from inadequate sheeting, shoring, or bracing.

3.5 BACKFILLING

A. Backfill trenches to contours and elevations with unfrozen fill materials.
B. Place material in continuous layers per the requirements indicated in Drawings.
C. Employ placement method that does not disturb or damage existing, utilities in trench, and surrounding improvements.
D. Maintain optimum moisture content of fill materials to attain required compaction density.
E. Do not leave more than 25 feet of trench open at end of working day.
F. Protect open trench to prevent danger to Owner, the public, and livestock.

3.6 TOLERANCES

A. Section 01 40 00 "Quality Requirements:" Tolerances.
B. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.
C. Shape backfill to prevent ponding of water.

3.7 FIELD QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements," 01 70 00 "Execution and Closeout Requirements:" Field inspecting, testing, adjusting, and balancing.

B. Perform laboratory material tests in accordance with ASTM D1557. ASTM D698, based on specified compaction method.
C. Perform in place compaction tests in accordance with the following:
   1. Density Tests: ASTM D1556, ASTM D2167, or ASTM D2922.
   2. Moisture Tests: ASTM D3017.
D. When tests indicate Work does not meet specified requirements, replace, compact, and retest.
E. Frequency of Tests: One test for every lift every 2300 linear feet of fill, or as specified by the Engineer.

3.8 PROTECTION OF FINISHED WORK

A. Section 01 70 00 "Execution and Closeout Requirements:" Protecting finished work.
B. Reshape and re-compact fills subjected to vehicular traffic during construction.

3.9 SCHEDULE

A. Pressure and gravity Piping:
   1. Bedding: As indicated in Drawings.
   2. Trench Backfill: As indicated in Drawings. Uniformly compact all areas under pavement or within City of Midland ROW to minimum 95 percent Modified Density per ASTM D1557. Uniformly compact all other areas to minimum 95 percent Standard Density per ASTM D698.

END OF SECTION

SECTION 31 41 10 - TRENCH SAFETY SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Trench safety systems for trench excavations greater than five feet deep. All Work performed under this Section shall also comply with OSHA Part 1926, Subpart P, and all state and local codes.
   2. Contractor shall be responsible for complying with requirements of Specifications, Drawings, and all applicable codes. Contractor shall immediately notify Engineer of any unforeseen field conditions which might affect integrity of trench safety system.
   3. Alternative methods of trench safety may be submitted for Engineer approval; however, alternative methods will not be reviewed or approved prior to Bid opening.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 SUBMITTALS

A. Provide trench safety plan signed and sealed by an Engineer licensed in the State of Texas.
B. Provide detail drawings for proposed trench safety systems. Clearly identify where each system is proposed for use and type of system to be used.
C. Trench Boxes: Submit manufacturer standard data sheet and Certificate of Compliance signed by a registered engineer stating maximum allowable depth for given design pressure for each type of trench box proposed for use.
D. Alternative Systems: If alternative systems composed of steel, aluminum, wood, or combination of materials are proposed, submit design calculations signed by registered engineer showing all member properties, design strengths, and any stress increases used with justification for use.
E. Trench excavations cannot be started until trench safety systems have been submitted and approved by Engineer as specified.

1.3 QUALITY ASSURANCE

A. Trench safety systems shall be designed based on actual field conditions. Contractor shall review and determine field conditions for Project.
B. Work shall be performed by forces having at least two years' experience with similar types of trench safety systems. All prefabricated items used in trench safety systems shall be manufactured by a company with at least two years' experience in fabricating items.
C. Contractor shall be responsible for complying with all trench safety requirements and for safety of trenches and excavations.

PART 2 - PRODUCTS

2.1 GENERAL

A. Provide suitable materials capable of withstanding imposed loads without excessive deflections. Materials shall be clean, free of rust, holes, knots, and other defects.
B. Steel shall be of type and thickness as required by design and with minimum yield stress of F_y= 36,000 psi.
C. Aluminum Type 6061-T6, thickness as required by design.
D. Wood in contact with earth to be pressure-treated soft woods or untreated hardwoods.
E. Wood not in contact with earth to be soft or hardwood as required by design.

PART 3 - EXECUTION

3.1 JOB CONDITIONS

A. Prior to starting trench excavations, Contractor shall examine all site conditions and note any conditions in existing pavements, structures, and other items which may be adversely affected by trenching operations. Prepare a written list of all such conditions and submit list to Engineer. During trenching operations, note any changes which occur to existing pavements or structures and submit written report to Engineer of all such changes.

3.2 EXISTING UTILITIES

A. Prior to starting trench excavations, chart and field locate all existing utilities. Notify Owners of all utilities of Work to be performed. Protect all existing utilities from damage. Provide additional support for utility lines which cannot span trench width. Do not interrupt existing services without written approval by Engineer and utility owner.

3.3 TRENCHING PROCEDURES

A. Provide shoring systems in accordance with the submitted design to adequately resist earth pressures indicated on the drawings.
B. Proceed with Work in an orderly fashion. Install trench bracing systems as soon as possible after opening trenches. Do not allow workers in trench prior to installing trench bracing systems.
C. Backfill trenches as soon as possible after completion of Work.
D. Stockpile excavated materials at three feet away from edge of trench.
E. Maintain barricades and signage as required by state and local codes to protect open excavations.

F. Do not allow surface water to enter excavations. Properly grade areas adjacent to trench excavations to control surface drainage away from excavations. Excavations which must remain open during periods of rainfall shall be covered with suitable material to prevent accumulations of water in excavation.

G. If cut back method is employed, maintain a clear distance of three feet from edge of cut to avoid allowing loose material to enter trench.

H. Do not operate heavy equipment except for trench digging equipment within 20 feet of edge of excavation.

END OF SECTION

SECTION 31 50 00 - EXCAVATION SUPPORT AND PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes temporary excavation support and protection systems.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 ACTION SUBMITTALS

A. Delegated-Design Submittal: For excavation support and protection systems, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For the following:
   1. Professional Engineer: Experience with providing delegated-design engineering services of the type indicated, including documentation that Engineer is licensed in the state in which Project is located.
B. Contractor Calculations: For excavation support and protection system. Include analysis data signed and sealed by the qualified Professional Engineer responsible for their preparation.
C. Existing Conditions: Using photographs or video recordings, show existing conditions of adjacent construction and site improvements that might be misconstrued as damage caused by inadequate performance of excavation support and protection systems. Submit before Work begins.

1.4 CLOSEOUT SUBMITTALS

A. Record Drawings: Identify locations and depths of capped utilities, abandoned-in-place support and protection systems, and other subsurface structural, electrical, or mechanical conditions.

1.5 FIELD CONDITIONS

A. Interruption of Existing Utilities: Do not interrupt any utility-serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility according to requirements indicated:
   1. Notify Engineer no fewer than two weeks in advance of proposed interruption of utility.
   2. Do not proceed with interruption of utility without Engineer written permission.
B. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks, and record existing elevations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01 40 00 "Quality Requirements," to design excavation support and protection systems to resist all lateral loading and surcharge, including but not limited to, retained soil, groundwater pressure, adjacent building loads, adjacent traffic loads, construction traffic loads, material stockpile loads, and seismic loads, based on the following:
   1. Compliance with OSHA Standards and interpretations, 29 CFR 1926, Subpart P.
   2. Compliance with AASHTO Standard Specification for Highway Bridges or AASHTO LRFD Bridge Design Specification, Customary U.S. Units.
   3. Compliance with requirements of authorities having jurisdiction.
   4. Compliance with utility company requirements.
   5. Compliance with railroad requirements.

2.2 MATERIALS

A. Provide materials that are either new or in serviceable condition.
B. Structural Steel: ASTM A 36, ASTM A 690, or ASTM A 992.
C. Steel Sheet Piling: ASTM A 328, ASTM A 572, or ASTM A 690; with continuous interlocks.
   1. Corners: Roll-formed corner shape with continuous interlock.

PART 3 - EXECUTION

3.1 INSTALLATION - GENERAL

A. Locate excavation support and protection systems clear of permanent construction, so that construction and finishing of other work is not impeded.
B. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
C. Install excavation support and protection systems without damaging existing buildings, structures, and site improvements adjacent to excavation.

3.2 MAINTENANCE

A. Monitor and maintain excavation support and protection system.
B. Prevent surface water from entering excavations by grading, dikes, or other means.
C. Continuously monitor vibrations, settlements, and movements to ensure stability of excavations and constructed slopes and to ensure that damage to permanent structures is prevented.

3.3 FIELD QUALITY CONTROL

A. Survey-Work Benchmarks: Resurvey benchmarks as needed during installation of excavation support and protection systems, excavation progress, and for as long as excavation remains open.
   1. Maintain an accurate log of surveyed elevations and positions for comparison with original elevations and positions.
   2. Promptly notify Engineer if changes in elevations or positions occur or if cracks, sags, or other damage is evident in adjacent construction.

B. Promptly correct detected bulges, breakage, or other evidence of movement to ensure that excavation support and protection system remains stable.

C. Promptly repair damages to adjacent facilities caused by installation or faulty performance of excavation support and protection systems.

3.4 REMOVAL AND REPAIRS

A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and earth and hydrostatic pressures.
   1. Remove in stages to avoid disturbing underlying soils and rock or damaging structures, pavements, facilities, and utilities.

END OF SECTION

DIVISION 32

EXTERIOR IMPROVEMENTS

SECTION 32 91 13 - SOIL PREPARATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Preparation of subsoil.
   2. Placing topsoil.
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 32 92 19 "Seeding."

1.2 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.

1.3 QUALITY ASSURANCE

A. Perform Work in accordance with Midland County Soil and Water Conservation District standards.

1.4 COORDINATION

A. Section 01 30 00 "Administrative Requirements:" Requirements for coordination.
B. Coordinate with installation of underground sprinkler system piping and watering heads.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. Topsoil: Excavated from site keep separate from subsoil, debris, and refuse.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 "Administrative Requirements:" Verification of existing conditions before starting work.
B. Verify prepared soil base is ready to receive the Work of this section.

3.2 PREPARATION OF SUBSOIL

A. Prepare sub-soil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.
B. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated sub-soil.
C. Scarify subsoil to depth of 3 inches where topsoil is to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted sub-soil.

3.3 PLACING TOPSOIL

A. Spread topsoil to original depth over area to be seeded. Rake until smooth.
B. Place topsoil during dry weather and on dry unfrozen subgrade.
C. Remove vegetable matter and foreign non-organic material from topsoil while spreading.
D. Grade topsoil to eliminate rough, low or soft areas, and to ensure positive drainage.
E. Install edging at periphery of seeded areas in straight lines to consistent depth.

END OF SECTION

SECTION 32 92 19 - SEEDING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Seeding.
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. ASTM International:
   1. ASTM C602 - Standard Specification for Agricultural Liming Materials.
   2. University of Texas Lands Rangeland Seed Mixtures by County.

1.3 DEFINITIONS

A. Weeds: Vegetative species other than specified species to be established in given area.

1.4 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.
B. Product Data: Submit data for seed mix.

1.5 CLOSEOUT SUBMITTALS

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for submittals.

1.6 QUALITY ASSURANCE

A. Provide seed mixture in containers showing percentage of seed mix, germination percentage, inert matter percentage, weed percentage, year of production, net weight, date of packaging, and location of packaging.

1.7 QUALIFICATIONS

A. Seed Supplier: Company specializing in manufacturing Products specified in this Section.
B. Installer: Company specializing in performing Work of this Section.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 "Product Requirements:" Product storage and handling requirements.
B. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.

PART 2 - PRODUCTS

2.1 SEED MIXTURE

A. Suppliers:
1. Midland, Martin or Andrews County Soil and Water Conservation Districts.
B. Substitutions: Section 01 60 00 "Product Requirements."
C. Description:

Sideoats Grama	1.1*
Blue Grama	0.4
Plains Bristlegrass	0.4
Sand Dropseed	0.3
Green Sprangletop	1.7
Total	4.3

*Pounds Pure Live Seed/Acre (PLS)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 "Administrative Requirements:" Verification of existing conditions before starting work.
B. Verify prepared soil base is ready to receive the Work of this section.

3.2 SEEDING

A. Apply seed at rates listed under Part 2 Products.
B. Do not sow immediately following rain, when ground is too dry, or when winds are over 12 mph.
C. Roll seeded area with roller not exceeding 112 lbs/linear foot.
D. Apply mulch to thickness of 1/8-inch. Maintain clear of shrubs and trees.
E. Apply water with fine spray immediately after each area has been planted. Saturate to 4 inches of soil. Provide minimum of three waterings, each separated by one week.

END OF SECTION

DIVISION 33

UTILITIES

SECTION 33 01 30.11 - TELEVISION INSPECTION OF SEWERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Pipeline flushing and cleaning.
   2. Television inspection of sewer pipelines.
   3. Audio-video recording of pipeline interior.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 50 00 "Temporary Facilities and Controls:" Safety requirements when bypassing sewage flow.
   3. Section 33 31 11 "Public Sanitary Sewerage Gravity Piping:" Pipe materials, manholes, and accessories normally encountered with gravity sewerage piping.

1.2 DEFINITIONS

A. DVD: An optical disc storage format, offering higher storage capacity than compact discs (CDs) while having the same dimensions.

1.3 COORDINATION

A. Section 01 30 00 "Administrative Requirements:" Requirements for coordination.
B. Coordinate Work of this Section with City of Midland Water Utilities.

1.4 SCHEDULING

A. Section 01 32 16 "Construction Progress Schedule:" Requirements for scheduling.
B. Furnish Work schedule for periods of time before sewer piping section has been placed in service.

1.5 SEQUENCING

A. Section 01 10 00 "Summary:" Requirements for sequencing.
B. Sequence Work in following order:
   1. Following substantial completion but before sewer has been placed in service.

1.6 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.
B. DVDs:
   1. Submit 3 copies of completed narrated color DVDs identified by Project name, street name, right-of-way property name, and manhole numbers.
   2. DVDs become property of Owner.
C. Inspection Logs:
   1. Submit cleaning and television inspection logs for each section of sewer line to be rehabilitated.
   2. Include following minimum information:

a. Stationing and location of lateral services, wyes, or tees.
b. Date and clock time references.
c. Pipe joints.
d. Infiltration/inflow defects.
e. Cracks.
f. Leaks.
g. Offset joints.

D. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

1.7 QUALITY ASSURANCE

A. Perform Work according to City of Midland standards.

PART 2 - PRODUCTS

2.1 DVDs

A. Description: Digital video formatted discs.
B. Audio track containing simultaneously recorded narrative commentary and evaluations of videographer, describing in detail condition of pipeline interior.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for application examination.
B. Verify location of sewer pipelines to be inspected.

3.2 PREPARATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for application preparation.
B. Flush and clean pipeline to remove sludge, dirt, sand, stone, grease, and other materials to ensure clear view of interior conditions. Ensure that the proper amount of water is placed in the sewer line so that water flows through entire section of pipe.
C. Debris:
1. Intercept flushed debris at next downstream manhole using weir or screening device.
2. Remove and dispose of debris off Site.

3.3 APPLICATION

A. Closed-Circuit Television (CCTV) Camera System:
1. Use cameras specifically designed and constructed for closed-circuit sewer line inspection.
2. Use camera equipment with pan-and-tilt capability to view each lateral connection at multiple angles.

3. Use camera capable of moving both upstream and downstream with minimum 1,000 feet horizontal distance within one setup and using direct-reading cable position meter.

3.4 FIELD QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements:" Requirements for inspecting and testing.
B. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for testing, adjusting, and balancing.
C. Pipeline Inspection:
   1. Audio-video record sections of sewer pipeline between designated manholes.
   2. Identify and record locations of flat grades, dips, deflected joints, open joints, broken pipe, protrusions into pipeline, and points of infiltration.
   3. Locate and record service connections.
   4. Record locations of pipeline defects, connection horizontal distance in feet, and direction from manholes.
   5. Video-record with pipe section plugged to view 100 percent of pipe ID.

END OF SECTION

SECTION 33 05 05.36 - VACUUM TESTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Vacuum testing of manholes.
B. Related Requirements:
   1. Section 33 05 76 "Fiberglass Manholes:" Requirements for sewage and stormwater manholes.
   2. Section 33 31 11 "Public Sanitary Sewerage Gravity Piping:" Pipe materials, manholes, and accessories normally encountered with gravity sewerage piping.

1.2 REFERENCE STANDARDS

A. ASTM International:
   1. ASTM C1244 - Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test Prior to Backfill.

1.3 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.
B. Submit following items prior to start of testing:
   1. Testing procedures.
   2. List of test equipment.
   3. Testing sequence schedule.
   4. Provisions for disposal of flushing and test water.
   5. Certification of test gage calibration.
C. Test and Evaluation Reports: Indicate results of manhole tests.
D. Qualifications Statement:
   1. Submit qualifications for applicator.

1.4 QUALITY ASSURANCE

A. Perform Work according to City of Midland standards.

1.5 QUALIFICATIONS

A. Applicator: Company specializing in performing Work of this Section with minimum three years' experience.

PART 2 - PRODUCTS

2.1 VACUUM TESTING

A. Equipment:
   1. Vacuum pump.
   2. Vacuum line.
   3. Vacuum Tester Base:

a. Compression band seal.
b. Outlet port.
4. Shutoff valve.
5. Stopwatch.
6. Plugs.
7. Vacuum Gage: Calibrated to 0.1 in. Hg.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for installation examination.
B. Verify that manholes are ready for testing.
C. Verify that manholes are backfilled.

3.2 FIELD QUALITY CONTROL

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for testing, adjusting, and balancing.
B. Manhole Testing:
1. Repair both outside and inside of joint to ensure permanent seal.
2. Test manholes with manhole frame set in place.
3. Vacuum Testing:
a. Comply with ASTM C1244.
b. Plug pipe openings; securely brace plugs and pipe.
c. Inflate compression band to create seal between vacuum base and structure.
d. Connect vacuum pump to outlet port with valve open, then draw vacuum to 10 in. Hg.
e. Close valve.
f. Manhole Test Duration in Seconds:
1) Manhole Diameter of 4 Feet: 60.
2) Manhole Diameter of 5 Feet: 75.
3) Manhole Diameter of 6 Feet: 90.
g. Record vacuum drop during test period.
h. If vacuum drop is greater than 1 in. Hg during testing period, repair and retest manhole.
i. If vacuum drop of 1-inch Hg does not occur during test period, manhole is acceptable; discontinue testing.
j. If vacuum test fails to meet 1-inch Hg drop in specified time after repair, repair and retest manhole.
4. If unsatisfactory testing results are achieved, repair manhole and retest until result meets criteria.
5. Repair visible leaks regardless of quantity of leakage.

END OF SECTION

SECTION 33 05 05.41 - AIR TESTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Low-pressure air testing of gravity sewer piping.
B. Related Requirements:
   1. Division 01 Specification Sections
   2. Section 33 31 11 "Public Sanitary Sewerage Gravity Piping:" Pipe materials, manholes, and accessories normally encountered with gravity sewerage piping.

1.2 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.
B. Submit following items prior to start of testing:
   1. Testing procedures.
   2. List of test equipment.
   3. Testing sequence schedule.
   4. Provisions for disposal of flushing and test water.
   5. Certification of test gage calibration.
C. Test and Evaluation Reports: Indicate results of piping tests.
D. Qualifications Statement:
   1. Submit qualifications for applicator.

1.3 QUALITY ASSURANCE

A. Perform Work according to City of Midland standards.

1.4 QUALIFICATIONS

A. Applicator: Company specializing in performing Work of this Section with minimum three years' experience.

PART 2 - PRODUCTS

2.1 AIR TESTING

A. Equipment:
   1. Air compressor.
   2. Air supply line.
   3. Shutoff valves.
   4. Pressure regulator.
   5. Pressure relief valve.
   6. Stopwatch.
   7. Plugs.
   8. Pressure Gauge: Calibrated to 0.1 psi.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for installation examination.
B. Verify that piping is ready for testing.
C. Verify that trenches are backfilled.

3.2 PREPARATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for preparation.
B. Lamping:
   1. Lamp gravity piping after flushing and cleaning.
   2. Perform lamping operation by shining light at one end of each pipe section between manholes.
   3. Observe light at other end.
   4. Pipe not installed with uniform line and grade will be rejected.
   5. Remove and reinstall rejected pipe sections.
   6. Clean and lamp until pipe section is installed to uniform line and grade.
C. Plugs:
   1. Plug outlets, wye branches, and laterals.
   2. Brace plugs to resist test pressures.

3.3 FIELD QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements:" Requirements for inspecting and testing.
B. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for testing, adjusting, and balancing.
C. Low-Pressure Air Testing:
   1. Test each reach of gravity sewer piping between manholes.
   2. Introduce air pressure slowly to approximately 4 psig.
   3. Determine ground water elevation above spring line of piping.
   4. For every foot of ground water above spring line of piping, increase starting air test pressure by 0.43 psi.
   5. Do not increase pressure above 10 psig.
   6. Allow pressure to stabilize for at least five minutes.
   7. Adjust pressure to 3.5 psig or to increased test pressure as determined above when ground water is present.
   8. Do not make allowance for laterals.
   9. Minimum Testing Duration in Minutes Per 100 Feet:
      a. Pipe Size 12 Inches: 1.8.
   10. Record drop in pressure during testing period.
   11. If air pressure drops more than 1.0 psi during testing period, piping has failed.
   12. If 1.0-psi air pressure drop has not occurred during testing period, piping is acceptable; discontinue testing.
   13. If piping fails, test reach of piping in incremental stages until leaks are isolated, repair leaks, and retest entire reach between manholes.
   14. If unsatisfactory testing results are achieved, make necessary repairs and retest until result meets criteria.

15. Repair visible leaks regardless of quantity of leakage.

END OF SECTION

SECTION 33 05 05.43 - MANDREL TESTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Deflection testing of plastic sewer piping.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 33 01 30.79 "Fold-and-Form Pipe Lining:" Relining of sanitary sewer piping and associated preparatory Work.
   3. Section 33 31 11 "Public Sanitary Sewerage Gravity Piping:" Pipe materials, manholes, and accessories normally encountered with gravity sewerage piping.

1.2 REFERENCE STANDARDS

A. ASTM International:
   1. ASTM D2122 - Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings.

1.3 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.
B. Submit following items prior to start of testing:
   1. Testing procedures.
   2. List of test equipment.
   3. Testing sequence schedule.
   4. Provisions for disposal of flushing and test water.
   5. Certification of test gage calibration.
   6. Deflection mandrel drawings and calculations.
C. Test and Evaluation Reports: Indicate results of piping tests.

PART 2 - PRODUCTS

2.1 DEFLECTION TESTING

A. Equipment:
   1. "Go, no go" mandrel.
   2. Pull/retrieval ropes.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for installation examination.
B. Verify that piping is ready for testing.
C. Verify that trenches are backfilled.

3.2 PREPARATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for preparation.
B. Lamping:
   1. Lamp gravity piping after flushing and cleaning.
   2. Perform lamping operation by shining light at one end of each pipe section between manholes.
   3. Observe light at other end.
   4. Pipe not installed with uniform line and grade will be rejected.
   5. Remove and reinstall rejected pipe sections.
   6. Clean and lamp until pipe section is installed to uniform line and grade.
C. Plugs:
   1. Plug outlets, wye branches, and laterals.
   2. Brace plugs to resist test pressures.

3.3 FIELD QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements:" Requirements for inspecting and testing.
B. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for testing, adjusting, and balancing.
C. Deflection Testing of Plastic Sewer Piping:
   1. Perform vertical ring deflection testing on PVC and ABS sewer piping after backfilling has been in place for at least 30 days, but not longer than 12 months.
   2. Allowable maximum deflection for installed plastic sewer pipe is no greater than five percent of original vertical internal diameter.
   3. Perform deflection testing using "go, no go" mandrel.
   4. Mandrel Diameter:
      a. Not less than 95 percent of base or average ID of pipe.
      b. Pipe Diameter: Comply with ASTM D2122.
   5. Perform testing without mechanical pulling devices.
   6. Locate, excavate, replace, and retest piping that exceeds allowable deflection.

END OF SECTION

SECTION 33 05 07 - TRENCHLESS INSTALLATION OF UTILITY PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Casing and jacking pipe.
   2. Steel tunnel liner.
   3. Carrier pipe.
   4. Excavation for approach trenches and pits.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 33 31 11 "Public Sanitary Sewerage Gravity Piping:" Piping and carrier pipe requirements.

1.2 REFERENCE STANDARDS

A. American Association of State Highway and Transportation Officials:
   1. AASHTO HB-17 - Standard Specifications for Highway Bridges.
   2. AASHTO M133 - Standard Specification for Preservatives and Pressure Treatment Processes for Timber.
   3. AASHTO T 180 - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. American Railway Engineering and Maintenance-of-Way Association:
   1. AREMA - Manual for Railway Engineering.

C. American Welding Society:
   1. AWS D1.1/ (D1.1M - Structural Welding Code Ó Steel).

D. ASTM International:
   1. ASTM A36/A (36M - Standard Specification for Carbon Structural Steel).
   2. ASTM A53/ (A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless).
   3. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength.
   4. ASTM A449 - Standard Specification for Hex Cap Screws, Bolts and Studs, Steel, Heat Treated, 120/105/90 ksi Minimum Tensile Strength, General Use.
   5. ASTM A1011/ (A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength).
   6. ASTM C33/ (C33M - Standard Specification for Concrete Aggregates).
   7. ASTM C76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
   8. ASTM C76M - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (Metric).
   9. ASTM C150/ (C150M - Standard Specification for Portland Cement).
   10. ASTM C361 - Standard Specification for Reinforced Concrete Low-Head Pressure Pipe.
   11. ASTM C361M - Standard Specification for Reinforced Concrete Low-Head Pressure Pipe (Metric).
   12. ASTM C404 - Standard Specification for Aggregates for Masonry Grout.

13. ASTM C443 - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
14. ASTM C443M - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets (Metric).
15. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12 400 ft-lbf/ft3 (600 kN-m/m3).
16. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3).
17. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

E. National Utility Contractors Association:
1. NUCA - Guide to Pipe Jacking and Microtunneling Design.

1.3 COORDINATION

A. Section 01 30 00 "Administrative Requirements:" Requirements for coordination.
B. Coordinate Work of this Section with of City of Midland and utilities within construction area.

1.4 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.
B. Submit emergency response procedures to handle situations when conduit is compromised and jeopardizes safety or integrity of installation.
C. Submit written report results of visual check of entire length of casing prior to installation of carrier to verify that there are no voids or defective joints.
D. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
E. Qualifications Statements:
1. Submit qualifications for installer and licensed professional.
2. Welders: Qualify procedures and personnel according to AWS D1.1/D1.1M.

1.5 CLOSEOUT SUBMITTALS

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for submittals.
B. Project Record Documents: Record actual locations of casing or tunnel liner, carrier pipe, and invert elevations.
C. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.6 QUALITY ASSURANCE

A. Perform Work according to AREMA, NUCA, and]guidelines.
B. Obtain occupancy permit when boring, jacking, or tunneling under or within rights-of-way of state and municipal highways and railroads.
C. Perform Work according to City of Midland standards.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 "Product Requirements:" Requirements for transporting, handling, storing, and protecting products.

B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
C. Handling: Support casing and carrier pipes with nylon slings during handling.
D. Storage:
   1. Store products according to manufacturer instructions.
   2. Use wooden shipping braces between layers of stacked pipe.
   3. Stack piping lengths no more than three layers high.
   4. Store field joint materials in original shipping containers.
E. Protection:
   1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
   2. Provide temporary end caps and closures on piping and fittings and maintain in place until installation.
   3. Protect piping system pieces from entry of foreign materials and water by installing temporary covers, completing sections of Work, and isolating parts of completed system.
   4. Provide additional protection according to manufacturer instructions.

1.8 AMBIENT CONDITIONS

A. Section 01 50 00 "Temporary Facilities and Controls:" Requirements for ambient condition control facilities for product storage and installation.
B. Storage Temperature: Maintain 60 to 85 degrees F.

1.9 EXISTING CONDITIONS

A. Field Measurements:
   1. Verify field measurements prior to fabrication.
   2. Indicate field measurements on Shop Drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

Select bedding and cover material type based on Project conditions. If more than one type is required, edit following Paragraph. Consider using material "Type" coding from Section 31 05 16 in this Section for uniformity of reference.

A. Soil Backfill for Trench Approaches and Pits to Finish Grade:
   1. Subsoil with no rocks 6 inches in diameter or greater, frozen earth, or foreign matter.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for installation examination.
B. Verify that connection to piping system, sizes, locations, and invert elevations are as indicated on Drawings.

3.2 PREPARATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for installation preparation.
B. Identify required lines, levels, contours, and datum locations.
C. Existing Utilities:
    1. Locate and identify utilities indicated to remain and protect from damage.
    2. Notify utility Owners to coordinate crossings.
    3. Maintain minimum separation distances required by affected utility companies and as indicated on Drawings.
D. Maintain access to existing facilities and other active installations requiring access.

3.3 INSTALLATION

A. Dewatering:
    1. As specified in Section 31 23 16.13 "Trenching."
    2. Intercept and divert surface drainage precipitation and ground water away from excavation through use of dikes, curb walls, ditches, pipes, sumps, or other methods.
    3. Develop substantially dry subgrade for subsequent operations.
    4. Comply with requirements of local and state authorities for dewatering to any watercourse, prevention of stream degradation, and erosion and sediment control.
B. Pits Trenches:
    1. Excavate approach trenches or pits according to installation plan, and as Site conditions require.
    2. Ensure that tunnel entrance faces as near perpendicular in alignment as conditions permit.
    3. Establish vertical entrance face at least 1 foot above top of utility.
    4. Install excavation supports as specified in Section 31 23 16.13 "Trenching."

3.4 TOLERANCES

A. Section 01 40 00 "Quality Requirements:" Requirements for tolerances.
B. Excavation: Do not overcut excavation by more than 1-inch greater than OD of pipe.
C. Pipe Vertical and Horizontal Alignment: Plus or minus 0.01 percent prior to installation of carrier pipe.
D. Pipe Bells: Minimum 1/2-inch clearance to casing.

3.5 FIELD QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements:" Requirements for inspecting and testing.
B. Compaction Testing:
    1. Comply with ASTM D1557and ASTM D698.
    2. If tests indicate Work does not meet specified requirements, remove Work, replace, and retest.
    3. Testing Frequency: One per bore pit.

3.6 CLEANING

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for cleaning.

3.7 PROTECTION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for protecting finished Work.
B. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

END OF SECTION

SECTION 33 05 76 - FIBERGLASS MANHOLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Fiberglass manholes.
   2. Bedding and cover materials.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 33 05 05.36 "Vacuum Testing:" Testing requirements for manholes.

1.2 DEFINITIONS

A. Bedding: Specialized material placed under manhole prior to installation and subsequent backfill operations.

B. FRP: Fiberglass-reinforced plastic.

1.3 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Section 01 20 00 "Price and Payment Procedures: Contract Sum/Price modification procedures.

B. Fiberglass Manhole:
   1. Basis of Measurement: By each, based on total vertical foot depth of manhole.
   2. Basis of Payment: Includes excavation, bedding, manhole, backfill, concrete, anchor, grade rings, cover frame adjustment, cover frame and cover, to indicated depth, and forming and sealing pipe of inlets and outlets.

1.4 REFERENCE STANDARDS

A. American Association of State Highway Transportation Officials:
   1. AASHTO HB-17 - Standard Specifications for Highway Bridges.
   2. AASHTO M288 - Standard Specification for Geotextile Specification for Highway Applications.
   3. AASHTO M306 - Standard Specification for Drainage, Sewer, Utility, and Related Castings.

B. ASTM International:
   1. ASTM A48/A48M - Standard Specification for Gray Iron Castings.
   2. ASTM A536 - Standard Specification for Ductile Iron Castings.
   3. ASTM C581: Practice for Determining Chemical Resistance of Chemical Thermosetting Resins Used in Glass-Fiber Reinforced Structures Intended for Liquid Service.
   4. ASTM C923 - Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes, and Laterals.
   5. ASTM D2563 - Standard Practice for Classifying Visual Defects in Glass-Reinforced Plastic Laminate Parts.
   6. ASTM D3753: Standard Specification for Glass-Fiber Reinforced Polyester Manholes and Wetwells.

7. ASTM F593 - Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
8. ASTM F1554 - Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength.

1.5 COORDINATION

A. Section 01 30 00 "Administrative Requirements:" Requirements for coordination.
B. Coordinate Work of this Section with connection to municipal sewer utility and trenching.

1.6 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.
B. Product Data: Submit manufacturer information for manholes, manhole covers, component construction, features, configuration, and dimensions.
C. Shop Drawings:
   1. Indicate structure locations and elevations.
   2. Indicate sizes and elevations of piping, and penetrations .
D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
E. Manufacturer Instructions: Submit detailed instructions on installation requirements, including storage and handling procedures.
F. Source Quality-Control Submittals: Indicate results of factory tests and inspections.
G. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
H. Qualifications Statement:
   1. Submit qualifications for manufacturer.

1.7 CLOSEOUT SUBMITTALS

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for submittals.
B. Project Record Documents: Record actual locations of manholes and connections, and record invert elevations.

1.8 QUALITY ASSURANCE

A. Perform Work according to City of Midland standards.

1.9 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' experience.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 "Product Requirements:" Requirements for transporting, handling, storing, and protecting products.
B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
C. Handling: Comply with manhole manufacturer instructions for unloading, and moving precast manholes and drainage structures.
D. Storage:
   1. Store materials according to manufacturer instructions.

2. Store manholes to prevent damage to Owner's property or other public or private property.
3. Repair property damaged from materials storage.

E. Protection:
1. Take precautions to prevent damage to interior or exterior surfaces when handling.
2. Provide additional protection according to manufacturer instructions.

1.11 EXISTING CONDITIONS

A. Field Measurements:
1. Verify field measurements prior to fabrication.
2. Indicate field measurements on Shop Drawings.

1.12 WARRANTY

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for warranties.
B. Furnish one-year manufacturer's warranty for fiberglass manholes.

PART 2 - PRODUCTS

2.1 FIBERGLASS MANHOLES

A. Manufacturers:
1. L.F. Manufacturing, LLC.
2. Containment Solutions, Inc.
3. Virtual Polymer Compounds.
4. Substitutions: As specified in Section 01 60 00 "Product Requirements."
5. Furnish materials according to City of Midland standards.

B. Description:
1. Material: FRP resin.
2. Nominal Outer Diameter: As indicated on Drawings.

C. Performance and Design Criteria:
1. Load Rating:
a. 16,000 lb.
b. Comply with ASTM D3753.
2. Chemical Resistance: Comply with ASTM C581 and D3753.
3. Flexural Strength (Conic Section):
a. Hoop: 18,000 psi.
b. Axial: 5,000 psi.
4. Flexural Strength (Cylindrical Section):
a. Hoop: 26,000 psi.
b. Axial: 4,500 psi.
5. Compressive Strength:
a. Hoop: 18,000 psi.
b. Axial: 5,000 psi
c. Comply with ASTM D695.

D. Surfaces:
1. Paint or other coatings will not be accepted.
2. Exterior: Free of blisters larger than 1/2-inch in diameter, delamination, and exposed fibers.

3. Interior: Resin-rich with no exposed fibers, crazing, delamination, blisters larger than 1/2-inch in diameter, and wrinkles greater than 1/4-inch in depth.

E. Bottom (as indicated on Drawings):
1. Material: Match type and grade as used in fiberglass manhole.
2. Furnish integral 3-inch- wide anchoring flange, minimum 1/2-inch thick.
3. Invert and Bench: Factory installed, using noncorrosive materials encapsulated in minimum 1/4-inch- thick fiberglass.

F. Connections (as indicated on Drawings):
1. PVC sewer plain-end pipe attached to manhole with resin and glass-fiber-reinforced layup.
2. Pipe: Match sewer pipe.
3. Resin and Fiberglass Layup: Match type and grade as used in fiberglass manhole.
4. Boots: Comply with ASTM C923.

2.2 FRAMES AND COVERS

A. Manufacturers:
1. East Jordan Iron Works
2. Substitutions: As specified in Section 01 60 00 "Product Requirements."
3. Furnish materials according to City of Midland standards.

B. Description:
1. Material:
a. Cast iron.
b. Comply with ASTM A48/A48M, Class 30B.
2. Material:
a. Ductile iron.
b. Comply with ASTM A536.
3. Lid:
a. Bearing Surface: Machined flat.
b. Configuration: Removable.
c. Security: As indicated on Drawings.
4. Cover Design: As indicated on Drawings.
5. Loading: H-20; AASHTO HB-17.
6. Identification: Cast with identifying name and logo As indicated on Drawings.
7. Lid Diameter: 30 inches.

2.3 MATERIALS

A. Resin: Furnish UV inhibitors.
B. Reinforcing Material: Glass mat, Grade E.
C. Laminate: Multiple layers of glass matting and resin.
D. Bedding: As indicated on Drawings.

2.4 ACCESSORIES

A. Base Pad:
1. Cast-in-place concrete as specified in Section 03 30 00 "Cast-in-Place Concrete."
2. Increase thickness of concrete base to prevent flotation, as approved by Engineer.
3. Anchor manhole to concrete base as indicated on Shop Drawings.

B. Fasteners: Stainless steel; ASTM F593.

2.5 SOURCE QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements:" Requirements for testing, inspection, and analysis.
B. Inspection and Testing:
    1. Provide shop inspection and testing of completed assembly.
    2. Maintain testing records and submit to Engineer.
    3. Inspection: Comply with ASTM D2563 for allowable tolerance based on defect.
        a. Pinholes or Pores in Laminate Surface: None.
        b. Exposed Glass: None.
        c. Exposure of Cut Edges: None.
        d. Scratches: None greater than 0.002-inch deep.
        e. Foreign Matter: None.
    4. Testing:
        a. Test with water or air.
        b. Hydrostatic Test:
            1) Filling manhole with water and check for leaks.
            2) Minimum Test Duration: One hour.
        c. Air Test: 2 to 5 psig for 30 minutes.
C. Certificate of Compliance:
    1. If manufacturer is approved by authorities having jurisdiction, submit certificate of compliance indicating Work performed at manufacturer's facility conforms to Contract Documents.
    2. Specified shop tests are not required for Work performed by approved manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for installation examination.
B. Verify that items provided by other Sections of Work are properly sized and located.
C. Verify that built-in items are in proper location and are ready for roughing into Work.
D. Verify correct size of manhole and structure excavation.
E. Verify that excavation base is ready to receive Work and excavations and that dimensions and elevations are as indicated on Drawings.

3.2 PREPARATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for installation preparation.
B. Mark each manhole with waterproof paint showing date of manufacture, manufacturer, and identifying symbols and numbers as indicated on Drawings to indicate its intended use.
C. Coordinate placement of inlet and outlet pipe as required by other Sections.
D. Do not install manholes where Site conditions induce loads exceeding structural capacity of manholes or structures.
E. Inspect manholes immediately prior to placement in excavation to verify that they are internally clean and free from damage; remove and replace damaged units.

3.3 INSTALLATION

A. Conduct operations not to interfere with, interrupt, damage, destroy, or endanger integrity of surface structures or utilities in immediate or adjacent areas.
B. Correct over-excavation with grade rings, as indicated on Drawings.
C. Remove large stones or other hard matter impeding consistent backfilling or compaction.
D. Protect manhole from damage or displacement while backfilling operation is in progress.
E. Excavating:
    1. As specified in Section 31 23 16.13 "Trenching" and in indicated locations and depths.
    2. Provide clearance around sidewalls of manhole for construction operations backfill.
    3. If ground water is encountered, prevent accumulation of water in excavations; place manhole in dry trench.
    4. Where possibility exists of watertight manhole becoming buoyant in flooded excavation, anchor manhole to avoid flotation as approved by Engineer.
F. Base and Alignment: Place foundation slab and trowel top surface level.
G. Base and Alignment: Install manholes supported at proper grade and alignment support system as indicated on Drawings.
H. Bedding:
    1. Place bedding material at trench bottom, and level materials in continuous layer not exceeding 8 inches.
    2. Compact bedding material to 95 percent maximum density.
    3. Maintain optimum moisture content of bedding material to attain required compaction density.
I. Base Pad:
    1. Form and place cast-in-place concrete base pad with provision for sewer pipe end sections.
    2. Place manholes plumb and level and anchor to foundation slab.
J. Attachments:
    1. Set cover frames and covers level to correct elevations without tipping.
K. Backfilling: As specified in Section 31 23 16.13 "Trenching."
L. Installation Standards: Install Work according to City of Midland standards.

3.4 FIELD QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements:" Requirements for inspecting and testing.
B. Perform testing on manholes according to City of Midland and TCEQ.
C. Perform testing on manholes as specified in Section 33 05 05.36 "Vacuum Testing."
D. Equipment Acceptance: Adjust, repair, modify, or replace components failing to perform as specified and rerun tests.

END OF SECTION

SECTION 33 05 97 - IDENTIFICATION AND SIGNAGE FOR UTILITIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Pipeline marker posts.
   2. Metal utility markers.
   3. Plastic utility markers.
   4. Marking flags.
   5. Plastic ribbon tape for placement above direct-buried utility.
   6. Trace wire for placement above direct-buried utility.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 23 16.13 "Trenching:" Backfilling considerations for installation of underground pipe markers.
   3. Section 33 31 11 "Public Sanitary Sewerage Gravity Piping:" Piping, manholes, and appurtenances requiring identification marking.

1.2 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.
B. Product Data: Submit manufacturer catalog information for each specified product.
C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
D. Qualifications Statement:
   1. Submit qualifications for manufacturer.

1.3 CLOSEOUT SUBMITTALS

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for submittals.
B. Project Record Documents: Record actual locations of tagged valves.

1.4 QUALITY ASSURANCE

A. Perform Work according to City of Midland standards.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' experience.

PART 2 - PRODUCTS

2.1 UTILITY MARKERS

A. Manufacturers:
   1. Global Equipment Company Inc.
   2. Substitutions: As specified in Section 01 60 00 "Product Requirements."

3. Furnish materials according to City of Midland standards.

2.2 TRACE WIRE

A. Manufacturers:
1. Northtown Company.
2. Priority Wire and Cable, Inc.
3. TracerWire.
4. Substitutions: As specified in Section 01 60 00 "Product Requirements."
5. Furnish materials according to City of Midland standards.
6. Description:
a. Conductor: Copper or Copper Clad.
b. Covering: Brightly colored plastic, imprinted with size and insulation type in large letters.
7. Description:
a. Wire: Unshielded 12-AWG Type THWN insulated copper.

2.3 BURIED UTILITY TAPE

A. Manufacturers:
1. Seaton.
2. Presco.
3. Substitutions: As specified in Section 01 60 00 "Product Requirements."
4. Description: 6-inch wide detectable warning tape, minimum 4.6 mil thickness, solid aluminum foil core. Imprinted with colored text identifying type of utility buried.
5. Furnish materials according to City of Midland standards.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Pipeline Marker Posts, Utility Markers, and Marking Flags: According to manufacturer instructions.
B. Trace Wire:
1. Continuous over top of pipe as indicated on Drawings.
2. Coordinate with trench Work as specified in Section 31 23 16.13 "Trenching."
C. Installation Standards: Install Work according to City of Midland standards.

END OF SECTION

SECTION 33 31 11 - PUBLIC SANITARY SEWERAGE GRAVITY PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Sanitary sewerage piping.
   2. Connection to existing manholes.
   3. Wye branches and tees.
   4. Sanitary laterals.
   5. Pile support systems.
   6. Bedding and cover materials.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 33 05 05.43 "Mandrel Testing:" Deflection testing of plastic sewerage piping.
   3. Section 33 05 76 "Fiberglass Manholes:" Manholes for sanitary sewerage piping.
   4. Section 33 05 05.41 "Air Testing:" Testing of gravity-flow sewerage piping.

1.2 DEFINITIONS

A. ABS: Acrylonitrile butadiene styrene.
B. Bedding: Fill placed under, beside, and directly over pipe, prior to subsequent backfill operations.
C. EPDM: Ethylene-propylene-diene terpolymer.

1.3 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Section 01 20 00 "Price and Payment Procedures:" Contract Sum/Price modification procedures.
B. Pipe and Fittings:
   1. Basis of Measurement: By linear foot.
   2. Basis of Payment: Includes hand trimming, excavation, bedding, pipe and fittings, to indicated depth.

1.4 REFERENCE STANDARDS

A. American Association of State Highway and Transportation Officials:
   1. AASHTO T 180 - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:
   1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3).
   2. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3).
   3. ASTM D2729 - Standard Specification for Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
   4. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

5. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

1.5 COORDINATION

A. Section 01 30 00 "Administrative Requirements:" Requirements for coordination.
B. Coordinate Work of this Section with City of Midland Water Utilities and Inspection Departments.
C. Notify affected utility companies at least 72 hours prior to construction.

1.6 PREINSTALLATION MEETINGS

A. Section 01 30 00 "Administrative Requirements:" Requirements for preinstallation meeting.
B. Convene minimum one week prior to commencing Work of this Section.
C. Attendance Roster: Include affected utility companies and appropriate local officials.

1.7 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.
B. Product Data: Submit manufacturer catalog cuts and other information indicating proposed materials, accessories, details, and construction information.
C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
D. Test and Evaluation Reports: Submit reports indicating field tests made and results obtained.
E. Qualifications Statement:
   1. Submit qualifications for manufacturer.

1.8 CLOSEOUT SUBMITTALS

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for submittals.
B. Project Record Documents: Record invert elevations and actual locations of pipe runs, connections , manholes, and cleanouts.
C. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.9 QUALITY ASSURANCE

A. Perform Work according to City of Midland standards.

1.10 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' documented experience.
B. Installer: Company specializing in performing Work of this Section with minimum three years' experience.
C. Installer: Person holding Wastewater Operators License issued by Texas Commission on Enviromental Quality shall perform or supervise Work. Provide copy of valid license.

1.11 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 "Product Requirements:" Requirements for transporting, handling, storing, and protecting products.
B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
C. Storage:
    1. Store materials according to manufacturer instructions.
D. Protection:
    1. Block individual and stockpiled pipe lengths to prevent moving.
    2. Provide additional protection according to manufacturer instructions.

1.12 EXISTING CONDITIONS

A. Field Measurements:
    1. Verify field measurements prior to fabrication.
    2. Indicate field measurements on Shop Drawings.

PART 2 - PRODUCTS

2.1 SANITARY SEWERAGE PIPING

A. Plastic Pipe:
    1. Material: PVC.
    2. Comply with ASTM D3034, SDR-26.
    3. Inside Nominal Diameter: 12 inches.
    4. End Connections: Bell-and-spigot style, with rubber-ring-sealed gasket joint.
    5. Fittings: PVC.
    6. Joints:
        a. Elastomeric gaskets.
        b. Comply with ASTM F477.

2.2 MANHOLES

A. As specified in Section 33 05 76 "Fiberglass Manholes."

2.3 CONCRETE ENCASEMENT AND CRADLES

A. Concrete:
    1. As specified in Section 03 30 00 "Cast-in-Place Concrete."
    2. Strength: 3,000 psi at 28 days.
    3. Air entrained.
    4. Finish: Rough troweled.
B. Concrete Reinforcement: As specified in Section 03 20 00 "Concrete Reinforcing."

2.4 MATERIALS

A. Bedding and Cover:
    1. Bedding: As indicated on Drawings.
    2. Cover: As indicated on Drawings.

3. Soil Backfill from Above Pipe to Finish Grade:
    a. Soil Type, as specified in Section As indicated on Drawings.
    b. Subsoil with no rocks more than 2 inches in diameter, frozen earth, or foreign matter.

2.5 MIXES

A. Grout: As specified in Section 03 30 00 "Cast-In-Place Concrete."

2.6 SOURCE QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements:" Requirements for testing, inspection, and analysis.
B. Provide shop inspection and testing of pipe.
C. Certificate of Compliance:
    1. If manufacturer is approved by authorities having jurisdiction, submit certificate of compliance indicating Work performed at manufacturer's facility conforms to Contract Documents.
    2. Specified shop tests are not required for Work performed by approved manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for installation examination.
B. Verify that trench cut excavation base is ready to receive Work of this Section.
C. Verify that excavations, dimensions, and elevations are as indicated on Drawings.

3.2 PREPARATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for installation preparation.
B. Correct over-excavation with native soil from stockpile.
C. Remove large stones or other hard materials that could damage pipe or impede consistent backfilling or compaction.
D. Protect and support existing sewer lines, utilities, and appurtenances.
E. Utilities:
    1. Maintain profiles of utilities.
    2. Coordinate with other utilities to eliminate interference.
    3. Notify Engineer if crossing conflicts occur.

3.3 INSTALLATION

A. Bedding:
    1. Excavate pipe trench as specified in Section 31 23 16.13 "Trenching."
    2. Excavate to lines and grades as indicated on Drawings, or as required to accommodate installation of encasement.
    3. Dewater excavations to maintain dry conditions and to preserve final grades at bottom of excavation.
    4. Provide sheeting and shoring as specified in Section 31 23 16.13 "Trenching."

5. Placement:
    a. Place bedding material at trench bottom.
    b. Level materials in continuous layer not exceeding 8-inchcompacted depth.
    c. Compact to 95 percent of maximum density.

B. Piping:
1. Install pipe, fittings, and accessories according to ASTM D2321, and seal joints watertight.
2. Lay pipe to slope gradients as indicated on Drawings.
3. Begin at downstream end of system and progress upstream.
4. Bedding: Install at sides and over top of pipe, to minimum compacted thickness of 8 inches.
5. Bedding: As indicated on Drawings.
6. Lay bell-and-spigot pipe with bells upstream.
7. Backfill and compact as specified in Section 31 23 16.13 "Trenching."
8. Do not displace or damage pipe when compacting.
9. Connect pipe to existing sewer system as indicated on Drawings.
10. Installation Standards: Install Work according to City of Midland standards.

C. Manholes: As specified in Section 33 05 76 "Fiberglass Manholes."

D. Connections to Existing Manholes:
1. Drilling:
    a. Core drill existing manhole to clean opening.
    b. Use of pneumatic hammers, chipping guns, sledge hammers, and other impact tools are not permitted.
2. Install watertight neoprene gasket and seal with nonshrink concrete grout.
3. Encasement:
    a. Concrete encase new sewer pipe minimum of 24 inches beyond manhole.
    b. Use epoxy binder between new and existing concrete.
4. Prevent construction debris from entering existing sewer line when making connection.

E. Wye Branches and Tees:
1. Concurrent with pipe-laying operations, install wye branches and pipe tees at locations indicated on Drawings.
2. Use standard fittings of same material and joint type as sewer main.
3. Maintain minimum 5 foot separation distance between wye connection and manhole.
4. Use saddle wye or tee with stainless-steel clamps for taps into existing piping.
5. Mount saddles according to Manufacturer's requirements and secure with metal bands.
6. Lay out holes with template, and cut holes with mechanical cutter.

F. Sanitary Laterals:
1. Construct laterals from wye or tee branch to terminal point as indicated on Drawings.
2. Where depth of main pipeline warrants, construct riser-type laterals from branch.
3. Minimum Depth of Cover over Piping: 2.5 feet.
4. Minimum Separation Distance between Laterals: 5 feet or according to Manufacturer's requirements.
5. Install watertight plug, braced to withstand pipeline test pressure thrust, at termination of lateral.
6. Marker Stake:
    a. Install temporary marker stake extending from end of lateral to 12 inches above finished grade.

b. Paint top 6 inches of stake with fluorescent orange paint.
c. Temporary marker shall be 2 inches or larger PVC pipe.

G. Backfilling:
1. Backfill around sides and to top of pipe with cover fill in maximum lifts of 8 inches.
2. Tamp fill in place, and compact to 95 percent of maximum standard density.
3. Place and compact material immediately adjacent to pipes to avoid damage to pipe and prevent pipe misalignment.
4. Maintain optimum moisture content of bedding material as required to attain specified compaction density.

H. Backfilling: As specified in Section 31 23 16.13 "Trenching."

3.4 TOLERANCES

A. Section 01 40 00 "Quality Requirements:" Requirements for tolerances.
B. Maximum Variation from Indicated Slope: +/- 0.01 percent.

3.5 FIELD QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements:" Requirements for inspecting and testing.
B. Request inspection by inspection agency prior to and immediately after placing bedding.
C. Testing:
1. If tests indicate that Work does not meet specified requirements, remove Work, replace, and retest.
2. Perform testing on Site sanitary sewage system according to City of Midland and TCEQ standards.
3. Pipe Testing:
a. Pressure Testing: As specified in Section 33 05 05.41 "Air Testing," and as required by City of Midland.
b. Deflection Testing: As specified in Section 33 05 05.43 "Mandrel Testing."
4. Compaction Testing:
a. Comply with ASTM D698 and ASTM D1557.
b. Testing Frequency: One test for every lift every 200 linear feet of fill, or as specified by the Engineer.

3.6 PROTECTION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for protecting finished Work.
B. Protect pipe and aggregate cover from damage or displacement until backfilling operation is in progress.
C. Cap open ends of piping during periods of Work stoppage.

END OF SECTION

APPENDIX A

GEOTECHNICAL ENGINEERING REPORT

Geotechnical Engineering Report

TX-191 Sanitary Sewer Line
Midland County, TX
May 9, 2022
Terracon Project No. A4225052

Prepared for:
Parkhill
Midland, TX

Prepared by:
Terracon Consultants, Inc.
Midland, TX

Environmental ■ Facilities ■ Geotechnical ■ Materials

May 9, 2022

Parkhill
1700 W. Wall Street, Suite 100
Midland, TX 79701

Attn: Ms. Diana Welch Palmieri – Engineering Technologist
P: 432.681.6117
E: dpalmieri@parkhill.com

Re: Geotechnical Engineering Report
TX-191 Sanitary Sewer Line
0.45 Miles Northwest of TX-158 and Avalon Drive
Midland County, TX
Terracon Project No. A4225052

Dear Ms. Palmieri:

We have completed the Geotechnical Engineering Services for the above referenced project. This study was performed in general accordance with Terracon Proposal No. PA4225052 dated March 3, 2022. This report presents the findings of the subsurface exploration and provides geotechnical engineering recommendations concerning development of the proposed sewer line project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us. We would also like to provide Construction Materials Engineering Testing (CMET) services during construction of this project. Please let us know whom we should contact for the CMET services.

Sincerely,
Terracon Consultants, Inc.
TBPE Firm Registration TXF-3272

STATE OF TEXAS
KIRAN P. ACHARYA
141556
LICENSED
PROFESSIONAL ENGINEER

Sheng, Jon
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Hold Users
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Kiran P. Acharya, Ph.D., P.E.
Project Engineer

Jon Sheng, P.E.
Senior Principal/Office Manager

Copy: Project File

Terracon Consultants, Inc. 10400 State Hwy 191 Midland, TX 79707
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REPORT TOPICS

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SITE CONDITIONS..... 1
PROJECT DESCRIPTION..... 2
GEOTECHNICAL CHARACTERIZATION..... 2
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EARTHWORK..... 4
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Note: This report was originally delivered in a web-based format. For more interactive features, please view your project online at client.terracon.com.

ATTACHMENTS

PHOTOGRAPHY LOGS
EXPLORATION AND TESTING PROCEDURES
SITE LOCATION AND EXPLORATION PLANS
EXPLORATION RESULTS (GeoModel, Boring Logs and Laboratory Data)
SUPPORTING INFORMATION (General Notes and Unified Soil Classification System)

Note: Refer to each individual Attachment for a listing of contents.

REPORT SUMMARY

Topic [1]	Overview Statement [2]
Project Description	■ This project is to construct a new 1.46 miles long sanitary sewer line that is located to the north and parallel to State Highway 191 and just west of State Highway 158 in Midland, Texas. ■ We understand that the planned sewer line will be embedded about 10 to 12 feet below existing ground surface. Based on our boring data, the planned sewer line will be embedded into very dense sandy soils with gravels or caliche materials.
Geotechnical Characterization	■ The area around the proposed sewer line alignment is largely a grazing land and undeveloped. However, the planned alignment is close to the frontage road of State Highway 191; the area was considered to develop a Costco store; drilling and due-diligence study used to take place in the area. Access roads and evidences of previous man activities were present near our borings. Although no construction debris, organics or deleterious materials were encountered during our field exploration or observed in the collected samples, we caution that potential undocumented fill that contains the deleterious materials could exist between or away from our borings. If deleterious materials are detected during construction, Terracon should be notified immediately to provide consultation. In general, deleterious materials should be replaced with structural fill. ■ Two soil-testing borings, designated as B-1 and B-2, were conducted along the proposed sewer line alignment. These borings were extended to planned depths of 15 feet below existing ground surface (bgs) at locations designated by our client. ■ Standard penetration resistances (N-values) of on-site subsurface materials ranged from 36 blows per foot (bpf) to greater than 100 bpf. The subsurface materials generally consisted of very dense silty sand and silty clayey sand in the upper 2 feet of existing grades, underlain by very dense materials, locally called “caliches”. The name "caliche" originates from a Spanish word for porous materials that have been cemented by calcium carbonate. The name is used to refer to materials that are cemented but porous. Caliche has a close resemblance to rock when it is dry; it is a hard or very dense material. Thus, for the sewer-line installation, hard excavation conditions into caliche materials should be expected. ■ On-site subsurface materials have low potential vertical rise (PVR). On-site soils are typically suitable for use as structural fill. ■ Groundwater was not encountered in either of the borings within the drilling depths at the time of our field exploration. Groundwater is not expected to affect installation of sewer pipes.
Earthwork	■ Open cut-and-cover approach is expected for installation of sewer pipes. ■ For open excavation, heavy-duty equipment such as a hoe ram, a large-size dozer equipped with a ripper, a rock saw or a jack hammer with rock trenching equipment will likely be required for excavation into caliche.

Topic [1]	Overview Statement [2]
	■ Controlled blasting could be required in certain sections of the alignment due to confinement pressures. ■ Structural fill should be clean soil with a liquid limit (LL) of less than 35 and a plasticity index (PI) of less than 15. On-site soils can generally be used as structural fill that can be used for backfilling sewer line trenches. ■ Caliche needs to be crushed into sizes of less than 4 inches in maximum dimension and thoroughly mixed with soils before they are used for structural fill. ■ On-site soils and crushed caliches can generally be used for backfilling the sewer trench.
Sewer Pipe Bedding Materials	We understand our client plans to use sand or fine gravel as sewer-pipe bedding materials, which is acceptable to Terracon. Crushed caliches can be used for pipe bedding materials.
General Comments	This section contains important information about the limitations of this geotechnical engineering report.

1. If the reader is reviewing this report as a pdf, the topics above can be used to access the appropriate section of the report by simply clicking on the topic itself.
2. This summary is for convenience only. It should be used in conjunction with the entire report for design purposes.

Geotechnical Engineering Report

TX-191 Sanitary Sewer Line
0.45 Miles Northwest of TX-158 and Avalon Drive
Midland County, TX

Terracon Project No. A4225052
May 9, 2022

INTRODUCTION

This report presents the results of our subsurface exploration and geotechnical engineering services performed for the proposed TX-191 Sanitary Sewer Line project to be located in Midland County, TX. The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil conditions
- Groundwater conditions
- Earthwork
- Excavation considerations
- Temporary construction slopes
- Pipe bedding and sewer line installation
- Seismic site classification

As planned, the geotechnical engineering scope of services for this project included the advancement of two soil-testing borings, designated as B-1 and B-2, to depths of about 15 feet bgs. The borings were advanced with continuous flight auger drilling technique to the boring-termination depths.

Maps showing the site and boring locations are shown in the **Site Location and Exploration Plan** sections, respectively. The results of the laboratory testing performed on soil samples obtained from the site during the field exploration are included on the boring logs in the **Exploration Results** section of this report.

SITE CONDITIONS

The following description of site conditions is derived from our site visit in association with the field exploration and our review of publicly available geologic and topographic maps.

Item	Description
Parcel Information	TX-191 Sanitary Sewer Line alignment is located about 0.45 miles northwest of the intersection of TX-158 and Avalon Drive, to the north of TX-191 in Midland County, TX. The orientation of the proposed sewer line runs generally parallel to State Highway 191 in the east-northeast direction. The proposed sewer line starts at coordinates of 31.998057°N, 102.176991° and ends at coordinates of 31.988559°N, 102.204574°W. See **Site Location**.

Item	Description
Existing Improvements	Largely an undeveloped grazing land.
Current Ground Cover	Low bushes and grasses with occasional exposed soil surfaces.
Existing Topography	Generally, slopes downward towards the east.

We also collected photographs of the site at the time of our field exploration program. Representative photos are provided in our **Photography Logs**.

PROJECT DESCRIPTION

Our initial understanding of the project was provided in our proposal and was discussed during project planning. A period of collaboration has transpired since the project was initiated, and our final understanding of the project conditions is as follows:

Item	Description
Project Description	The project consists of constructing a new sanitary sewer line. The sewer line will be about 1.46 miles long.
Maximum structural loads (estimated)	We understand the sewer line will be installed at depths of about 10 to 12 feet bgs. Thus, overburden soil pressure of 1,200 to 1,440 pounds per square foot (psf) is estimated on the sewer pipes.
Grading (assumed)	After sewer line is installed, final grades along the alignment are expected to be the same as the existing grades.
Trench Excavation	We expect open cut-and cover-approach will be used.

GEOTECHNICAL CHARACTERIZATION

We have developed a general characterization of the subsurface conditions based upon our review of the subsurface exploration, laboratory data, geologic setting and our understanding of the project. This characterization, termed GeoModel, forms the basis of our geotechnical calculations and evaluation of site preparation and foundation options. Conditions encountered at each exploration point are indicated on the individual logs. The individual logs can be found in the **Exploration Results** section and the GeoModel can be found in the **Figures** section of this report.

As part of our analyses, we identified the following model layer within the subsurface profile. For a more detailed view of the model layer depth at each boring location, refer to the GeoModel.

Model Layer	Layer Name	General Description
1	Sand	Silty sand, silty clayey sand; very dense
2	Caliche: Sand	Silty clayey sand, silty sand with gravel; very dense
3	Caliche: Gravel	Silty gravel with sand; very dense

Model Layer	Layer Name	General Description
Note: Excavation difficulties are generally anticipated within Model Layers 2 and 3.		

Site Geology

Terracon reviewed the “Geologic Atlas of Texas, Pecos Sheet”, published by the Bureau of Economic Geology and found that the site lies in the vicinity of Blackwater Draw Formation of Phanerozoic, Cenozoic, Quaternary and Pleistocene ages. The Blackwater Draw Formation is characterized by sedimentary rocks. Sand, silt, and clay/mud are the primary, secondary, and tertiary rock types found in Black Draw Formation.

After the review of geologic data of the area, observation of our field exploration activities and evaluation of collected subsurface data, we believe weathered limestones/sandstones, or very dense/hard soil/gravel, locally called “caliches” are present at the project site. Limestones/sandstones by nature dissolve and create cavities when they meet acidic water under certain conditions. This natural dissolving process could take a very long time (thousands of years or more) but can be seen to accelerated if exposed to man-made sources of acidic materials. We note during our field exploration for this project, we did not observe indication of sinkhole or sinkhole formation at the boring locations.

Groundwater Conditions

The borings were advanced in the dry using continuous flight auger drilling technique that allow short-term groundwater observations to be made while drilling. Groundwater was not encountered in any of the borings at the time of our field exploration.

Groundwater level fluctuations occur due to seasonal variations in the amount of rainfall, runoff and other factors not evident at the time the borings were performed. Therefore, groundwater levels during construction or at other times in the life of the structure may be higher or lower than the levels indicated on the boring logs. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

GEOTECHNICAL OVERVIEW

The area around the proposed sewer line alignment is largely a grazing land and undeveloped. However, the planned alignment is close to the frontage road of State Highway 191; the area was considered to develop a Costco store; drilling and due-diligence study used to take place in the area. Access roads and evidences of previous man activities were present near our borings. Although no construction debris, organics or deleterious materials were encountered during our field exploration or observed in the collected samples, we caution that potential undocumented fill

that contains the deleterious materials could exist between or away from our borings. If deleterious materials are detected during construction, Terracon should be notified immediately to provide consultation. In general, deleterious materials should be replaced with structural fill.

Subsurface materials encountered at our borings generally consisted of uncemented sandy soils in the upper 2 feet of existing grades underlain by very dense, cemented, calcareous materials, locally called “caliches” extending to the boring-termination depths. Caliche is a calcium-carbonate-cemented material; it has a close resemblance to rock when it is dry. Therefore, it is difficult to excavate caliches. The standard penetration resistances (N-values) of caliches ranged from 36 bpf to greater than 100 bpf.

On-site subsurface materials encountered in our borings are not expected to experience substantial volumetric changes (shrink/swell) with fluctuations in moisture content. Potential moisture-induced vertical movements are estimated to be less than 1 inch.

EARTHWORK

Earthwork will include clearing and grubbing, excavations and fill placement. The following sections provide recommendations for use in the preparation of specifications for the work. Recommendations include critical quality criteria as necessary to render the site in the state considered in our geotechnical engineering evaluation for foundations.

Fill Material

The on-site soils which are free of vegetation, debris, and rocks lesser than 4 inches in maximum dimension are generally suitable to be used for structural fill (a.k.a. engineered fill). Structural fill can be used as backfill above pipes. Caliche needs to be crushed into sizes less than 4 inches in maximum dimension and thoroughly mixed with soils before they can be used for structural fill. Earthen materials used for structural and general fill should meet the following material property requirements:

Fill Type [1]	USCS Classification	Acceptable Parameters (for Structural Fill)
On-Site Soils	SM, SC-SM	Near-surface materials free of vegetation roots, deleterious materials, and construction debris.
Caliches	SM, SC-SM, GM	Crushed into sizes less than 4 inches in maximum dimension and thoroughly mixed with soils.
Imported Soils	Varies	Imported soils meeting the gradation presented herein can be considered suitable for use as structural fill.

Fill Type [1]	USCS Classification	Acceptable Parameters (for Structural Fill)

1. Structural fill should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted to the geotechnical engineer for evaluation prior to use on this site.

The imported soils, if needed, should conform to the following:

Gradation/Plasticity Properties	Percent Finer by Weight/Plasticity Limit
4”	100
No. 4 Sieve	50-100
No. 200 Sieve	50 (max.)
Liquid Limit	35 (max.)
Plastic Index	15 (max.)

We note crushed crushes can be used for bedding materials for the planned sewer pipes. On site soils and crushed caliches can be used for backfill materials above the sewer pipes. Fill materials above pipes should be placed and compacted in accordance with the requirements as shown below. Due to the depth of the planned sewer pipes, trench boxes and a trench-bracing system should be installed to facilitate compaction of backfill materials.

Utility Trench Backfill

Care should be taken that utility trenches are properly backfilled. Backfilling should be accomplished with properly compacted suitable soils with loose lift thicknesses of generally 9 inches except for the first lift above the utility pipes that can be relaxed to 12 inches. Compaction should be accomplished with a hand-held compaction device inside utility trenches. On-site soils or imported fill materials should be compacted to at least 95% Standard Proctor maximum dry density (ASTM D698) in the range of ±2 percentage points of the optimum moisture for the material.

A positive cut-off at the construction line is recommended to help prevent water from migrating in the utility trench backfill. If utility trenches are backfilled with relatively clean granular material, they should be capped with at least 18 inches of cohesive fill in non-pavement areas to reduce the infiltration and conveyance of surface water through the trench backfill. The on-site soils are susceptible to erosion and may require protection.

Definition of Rock

We expect open cut-and-cover approach will be used for installation of sewer pipes. Excavation into caliche will likely require a hoe ram, a heavy a dozer equipped with a ripper, a rock saw or a jack hammer with rock trenching equipment. Controlled blasting could be required for trench-excavation conditions in certain sections of the planned sewer line. We recommend that the following definitions for rock in earthwork excavation be included in bid documents.

In Trench Excavation: Any material occupying an original volume of more than 1/2 cubic yard which cannot be excavated with a backhoe having a bucket curling rate of not less than 40,000 pounds, using a rock bucket and rock teeth (a John Deere 790 or larger).

We recommend that soils that can be excavated with conventional grading equipment be removed first. Blasting should only be conducted where materials cannot be excavated by other methods.

Temporary Construction Slope

All excavations must comply with the applicable Federal, State, and local safety regulations and codes, and especially with the excavation standards of the Occupational Safety and Health Administration (OSHA). Soil types encountered in the project site are type B or C. Temporary slopes of 1H:1V may be used for open excavations less than 5 feet depth. For vertical cut excavations greater than 5 feet in depth, excavations will require the use of a trench box or shoring and bracing to prevent sloughing and caving of the soil into the excavation. The contractor should use a trench box or shoring and bracing as necessary to maintain a safe and clean excavation which meets Occupational Safety and Health Administration (OSHA) requirements. Construction site safety, including excavation safety, is the sole responsibility of the Contractor as part of its overall responsibility for the mean, methods, and sequencing of construction operations.

Terracon's recommendations for excavation support are intended for the Client's use in planning the project and do no relieve the Contractor of its responsibility to construct, support, and maintain safe slopes.

Construction Observation and Testing

The earthwork efforts should be monitored under the direction of the Geotechnical Engineer or representative. Each lift of compacted fill should be tested, evaluated, and reworked as necessary until approved by the Geotechnical Engineer prior to placement of additional lifts. Each lift of fill should be tested for density and water content at a frequency of at least one density and water content test for every 100 linear feet of compacted trench backfill.

In addition to the documentation of the essential parameters necessary for construction, the continuation of the Geotechnical Engineer into the construction phase of the project provides the continuity to maintain the Geotechnical Engineer's evaluation of subsurface conditions, including

assessing variations and associated design changes. Under no circumstances should the following recommendations be interpreted to mean that Terracon is assuming responsibility for either construction site safety or the Contractor's activities.

GENERAL COMMENTS

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Natural variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence or collaboration through this system are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client, and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety, and cost estimating including, excavation support, and dewatering requirements/design are the responsibility of others. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

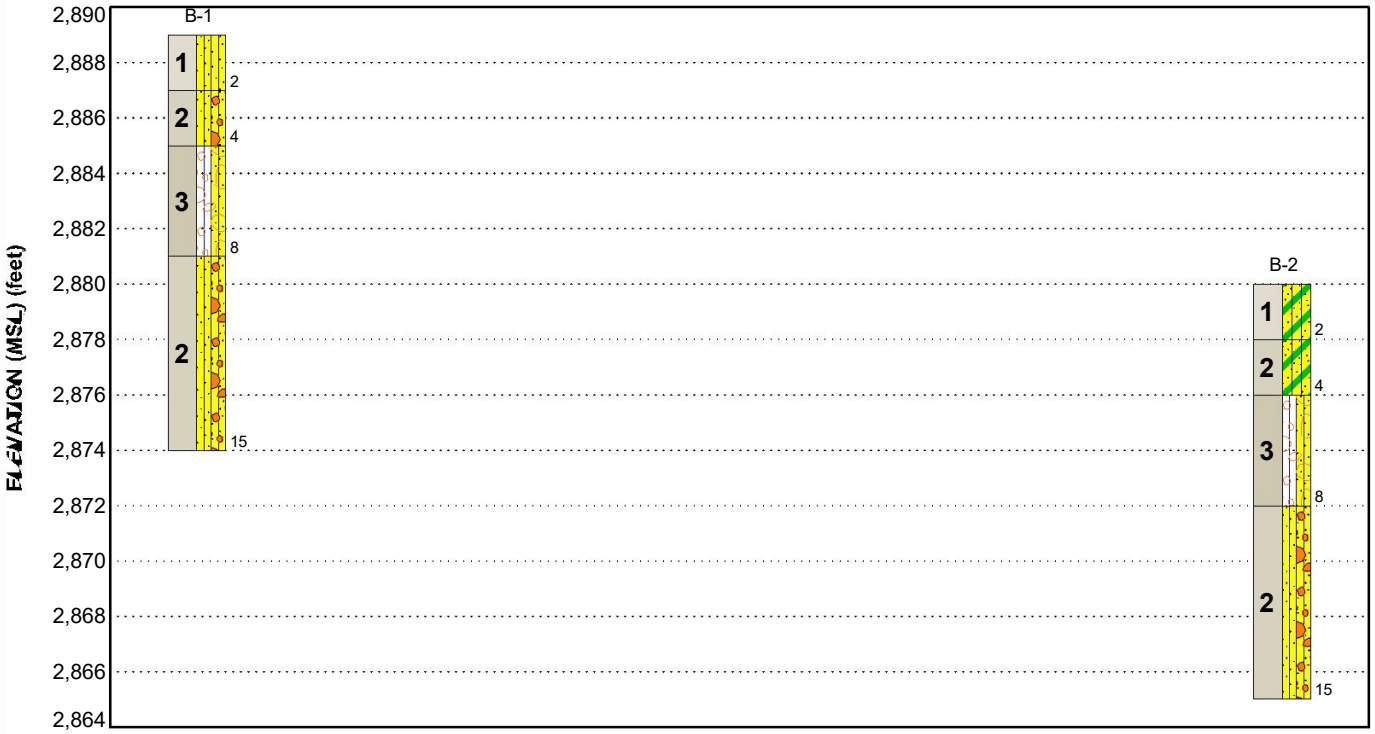
FIGURES

Contents:

GeoModel

GEOMODEL

TX-191 Sanitary Sewer Line ■ Midland, TX
Terracon Project No. A4225052



This is not a cross section. This is intended to display the Geotechnical Model only. See individual logs for more detailed conditions.

Model Layer	Layer Name	General Description
1	**Sand**	Silty sand, silty clayey sand; very dense
2	**Caliche: Sand**	Silty clayey sand, silty sand with gravel; very dense
3	**Caliche: Gravel**	Silty gravel with sand; very dense

LEGEND

Silty Sand
Silty Clayey Sand
Silty Sand with Gravel
Silty Gravel with Sand

NOTES:
Layering shown on this figure has been developed by the geotechnical engineer for purposes of modeling the subsurface conditions as required for the subsequent geotechnical engineering for this project. Numbers adjacent to soil column indicate depth below ground surface.

ATTACHMENTS

EXPLORATION AND TESTING PROCEDURES

As requested, Terracon conducted two soil-testing borings. These borings were conducted to the planned-boring termination depths as mentioned below.

Field Exploration

Number and Designation of Boring	Boring Depth (feet) [1]	Location
2 (B-1 and B-2)	15	Sewer Line Alignment

1. Below ground surface

Boring Layout and Elevations: Terracon personnel provided the boring layout. Elevations were estimated at the boring locations using Google Earth Pro. We used handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. If more precise elevation and boring coordinates are desired, we recommend the borings be surveyed.

Subsurface Exploration Procedures: We advanced soil borings with a truck-mounted drill rig using continuous flight auger drilling technique. We obtained representative samples primarily by the split-barrel sampling procedure. In the split-barrel sampling procedure, a standard, 2-inch O.D., split-barrel sampling spoon is driven into the boring with a 140-pound automatic SPT (Standard Penetration Test) hammer falling 30 inches. We recorded the number of blows required to advance the sampling spoon the last 12 inches of an 18-inch sampling interval as the standard penetration resistance value, N. We did not encounter groundwater during drilling and sampling.

The sampling depths, penetration distances, and other sampling information were recorded on the field boring logs. The samples were placed in appropriate containers and taken to our soil laboratory for testing and classification by a geotechnical engineer. Our exploration team prepared field boring logs as part of the drilling operations. The field logs included visual classifications of the materials encountered during drilling and our interpretation of the subsurface conditions between samples. The final boring logs represent the geotechnical engineer's interpretation of the field log and include modifications based on observations and tests of the samples in our laboratory.

Site Access: Terracon was granted access to the site by the property owner. We relied on Parkhill Company to get right-of-entry to access the property.

Property Disturbance: We backfilled borings with auger cuttings after completion. Our services did not include repair of the site beyond backfilling our boreholes. Excess auger cuttings were dispersed in the general vicinity of the boreholes. Because backfill material often settles below the surface after a period, we recommend boreholes be checked periodically and backfilled, if necessary. We can provide this service, or grout the borehole for additional fees, at your request.

Laboratory Testing

The project engineer reviewed field data and assigned various laboratory tests to better understand the engineering properties of various soil and rock strata. Procedural standards noted below are for reference to methodology in general. In some cases, local practices and professional judgement require method variations. Standards noted below include reference to other related standards. Such references are not necessarily applicable to describe the specific test performed.

- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D422 Standard Test Method for Particle-Size Analysis of Soils
- ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort.

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we described and classified soil samples in accordance with the Unified Soil Classification System (USCS).

PHOTOGRAPHY LOG



Approximate Location of Boring B-1



Approximate Location of Boring B-2

SITE LOCATION AND EXPLORATION PLANS

Contents:

Site Location Plan
Exploration Plan

Note: All attachments are one page unless noted above.

SITE LOCATION

TX-191 Sanitary Sewer Line ■ Midland County, TX
May 9, 2022 ■ Terracon Project No. A4225052

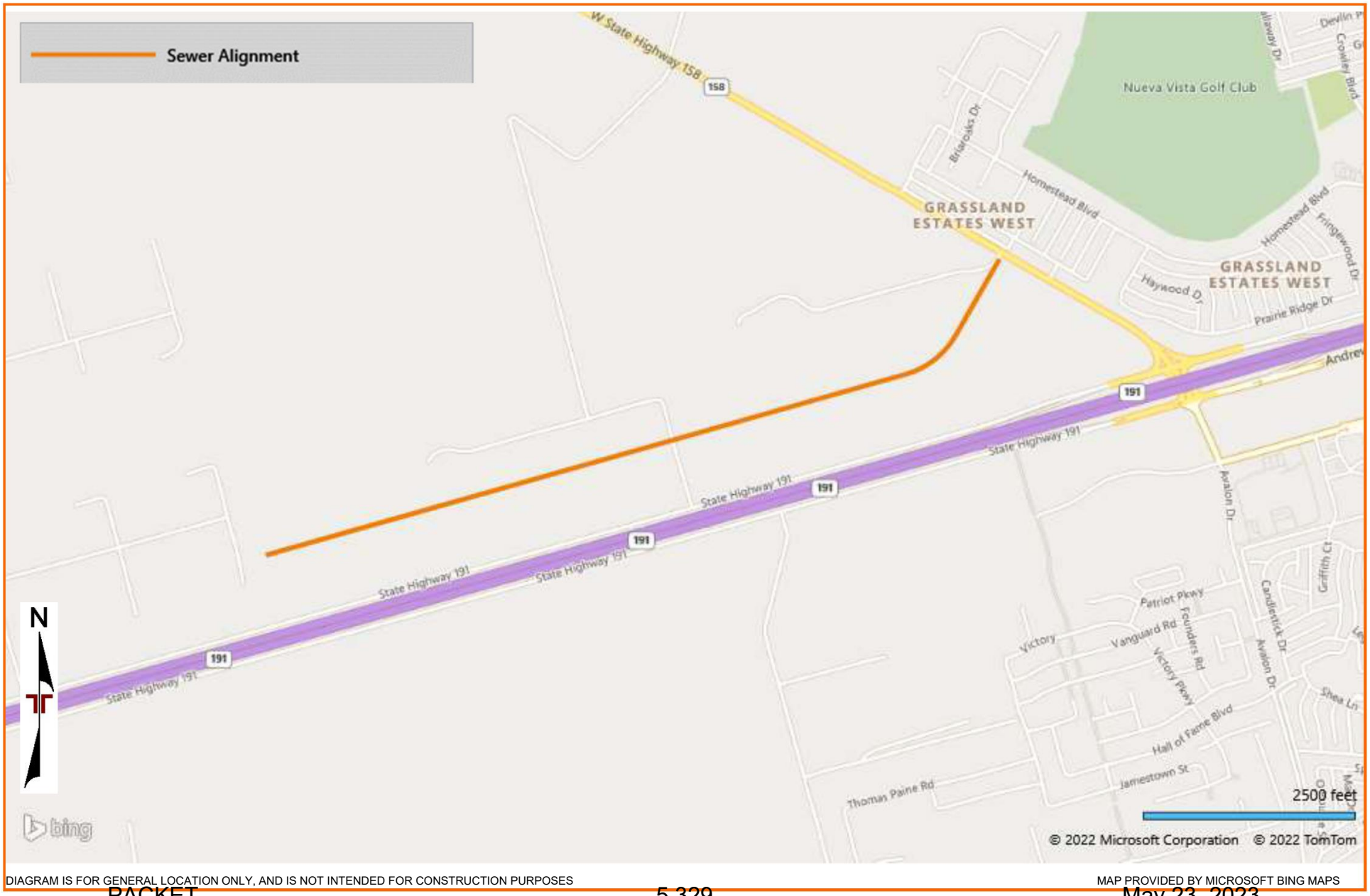


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXPLORATION PLAN

TX-191 Sanitary Sewer Line ■ Midland County, TX
May 9, 2022 ■ Terracon Project No. A4225052



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXPLORATION RESULTS

Contents:

Boring Logs (B-1 & B-2)
Atterberg Limits
Grain Size Distribution
Proctor

Note: All attachments are one page unless noted above.

BORING LOG NO. B-1

PROJECT: TX-191 Sanitary Sewer Line

CLIENT: Parkhill
Midland, TX

SITE: TX-158 and Avalon Drive
Midland, TX

LOCATION See Exploration Plan

Latitude: 31.9911° Longitude: -102.1940°

Approximate Surface Elev.: 2889 (Ft.) +/-

MODEL LAYER	GRAPHIC LOG	DEPTH	ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	ATTERBERG LIMITS LL-PL-PI	PERCENT FINES
1			**SILTY SAND (SM)**, trace gravel, light brown, very dense				11-27-50/2"			
		2.0	2887+/-							
2			**SILTY SAND WITH GRAVEL, locally called caliche (SM)**, light brown, very dense				50/3"			
		4.0	2885+/-							
3			**SILTY GRAVEL WITH SAND, locally called caliche (GM)**, gray white, very dense to dense	5			50/2"			
							11-15-21 N=36			
		8.0	2881+/-							
2			**SILTY SAND WITH GRAVEL, locally called caliche (SM)**, tannish white, very dense	10			50/6"			
							8-17-34 N=51	5.1	NP	17
		15.0	2874+/-	15						
			Boring Terminated at 15 Feet							

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
Continuous flight auger

Abandonment Method:
Boring backfilled with auger cuttings upon completion.

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Elevation information obtained from Google Earth

Notes:

WATER LEVEL OBSERVATIONS

No Groundwater encountered while drilling

Dry at completion of drilling

Terracon
10400 State Highway 191
Midland, TX

Boring Started: 04-19-2022 | Boring Completed: 04-19-2022

Drill Rig: CME-75 | Driller: Phillips

Project No.: A4225052

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL-A4225052 TX-191 FRONTAGE R.GPJ TERRACON_DATATEMPLATE.GDT 5/3/22

PACKET 5.332 May 23, 2023

BORING LOG NO. B-2

PROJECT: TX-191 Sanitary Sewer Line

CLIENT: Parkhill
Midland, TX

SITE: TX-158 and Avalon Drive
Midland, TX

LOCATION See Exploration Plan

Latitude: 31.9929° Longitude: -102.1865°

Approximate Surface Elev.: 2880 (Ft.) +/-

MODEL LAYER	GRAPHIC LOG	DEPTH	ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	ATTERBERG LIMITS LL-PL-PI	PERCENT FINES
1		**SILTY CLAYEY SAND (SC-SM)**, brown, very dense					9-12-50/6"	3.9	20-13-7	39
		2.0	2878+/-							
2		**SILTY CLAYEY SAND, locally called caliche (SC-SM)**, brown, very dense					50/3"			
		4.0	2876+/-							
3		**SILTY GRAVEL WITH SAND, locally called caliche (GM)**, gray white, very dense		5			50/3"			
							50/4"			
		8.0	2872+/-							
2		**SILTY SAND WITH GRAVEL, locally called caliche (SM)**, tannish white, very dense		10			50/1"			
							50/1"			
		15.0	2865+/-	15						
		Boring Terminated at 15 Feet								

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
Continuous flight auger

Abandonment Method:
Boring backfilled with auger cuttings upon completion.

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Elevation information obtained from Google Earth

Notes:

WATER LEVEL OBSERVATIONS

No Groundwater encountered while drilling

Dry at completion of drilling

Terracon
10400 State Highway 191
Midland, TX

Boring Started: 04-19-2022 | Boring Completed: 04-19-2022

Drill Rig: CME-75 | Driller: Phillips

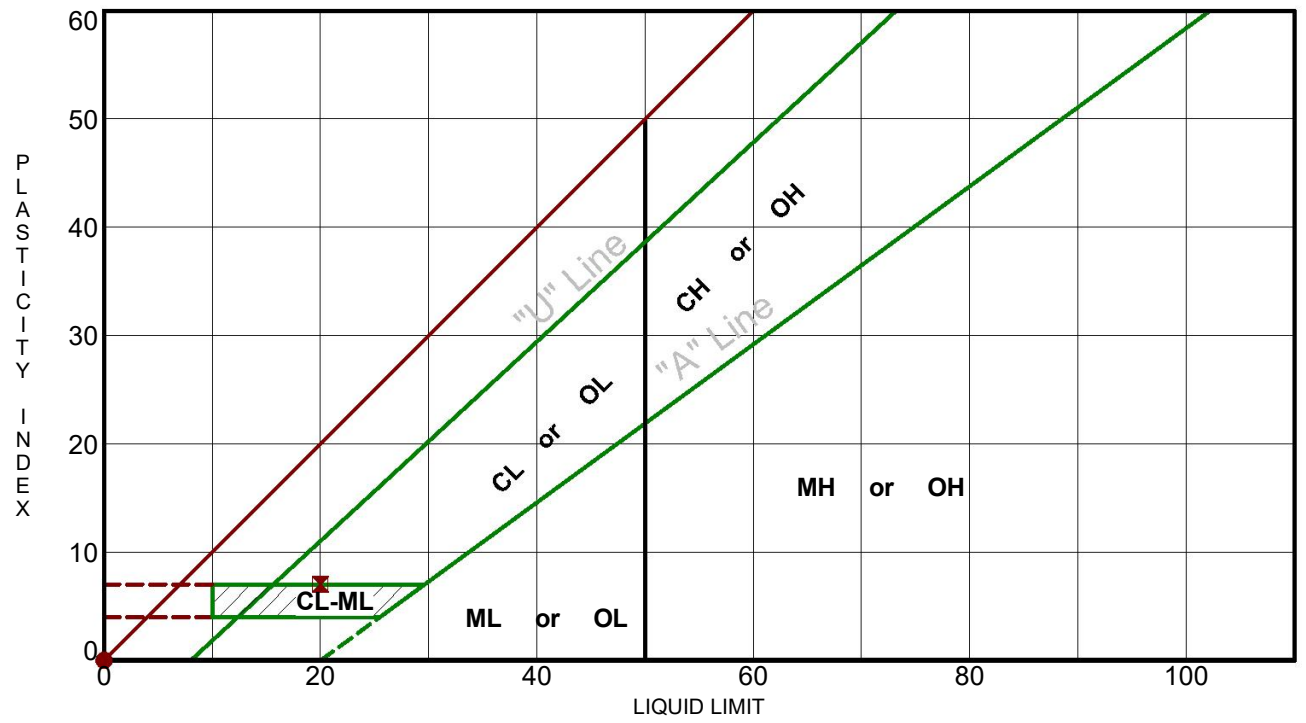
Project No.: A4225052

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL-A4225052 TX-191 FRONTAGE R.GPJ TERRACON_DATATEMPLATE.GDT 5/3/22

PACKET 5.333 May 23, 2023

ATTERBERG LIMITS RESULTS

ASTM D4318



Boring ID		Depth (Ft)	LL	PL	PI	Fines	USCS	Description
●	B-1	13.5 - 15	NP	NP	NP	17.0	SM	SILTY SAND with GRAVEL
⧓	B-2	0 - 1.5	20	13	7	39.3	SC-SM	SILTY, CLAYEY SAND

PROJECT: TX-191 Sanitary Sewer Line

PACKET

SITE: TX-158 and Avalon Drive
Midland, TX

Terracon
10400 State Highway 191
Midland, TX

PROJECT NUMBER: A4225052

5.334

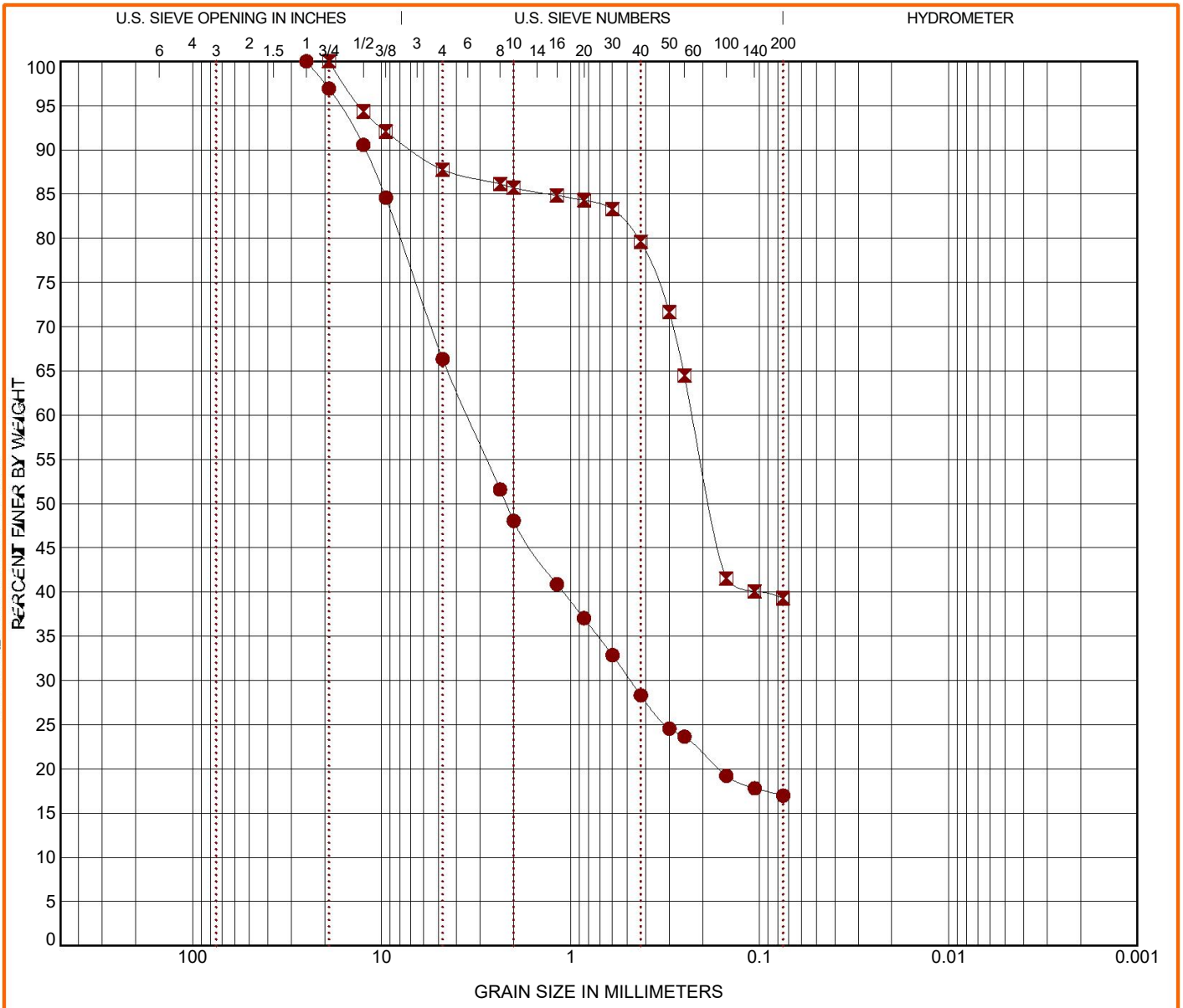
May 23, 2023

CLIENT: Parkhill
Midland, TX

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. ATTERBERG LIMITS-A4225052 TX-191 FRONTAGE R.GPJ TERRACON_DATATEMPLATE.GDT 5/2/22

GRAIN SIZE DISTRIBUTION

ASTM D422 / ASTM C136



Boring ID	Depth (Ft)	USCS Classification	WC (%)	LL	PL	PI	Cc	Cu
● B-1	13.5 - 15	SILTY SAND with GRAVEL (SM)	5.1	NP	NP	NP		
⊠ B-2	0 - 1.5	SILTY, CLAYEY SAND (SC-SM)	3.9	20	13	7		

Boring ID	Depth (Ft)	D_{100}	D_{60}	D_{30}	D_{10}	%Cobbles	%Gravel	%Sand	%Silt	%Fines	%Clay
● B-1	13.5 - 15	25	3.515	0.483		0.0	33.7	49.4		17.0	
⊠ B-2	0 - 1.5	19	0.226			0.0	12.3	48.4		39.3	

PROJECT: TX-191 Sanitary Sewer Line

PROJECT NUMBER: A4225052

PACKET

5.335

May 23, 2023

SITE: TX-158 and Avalon Drive
Midland, TX

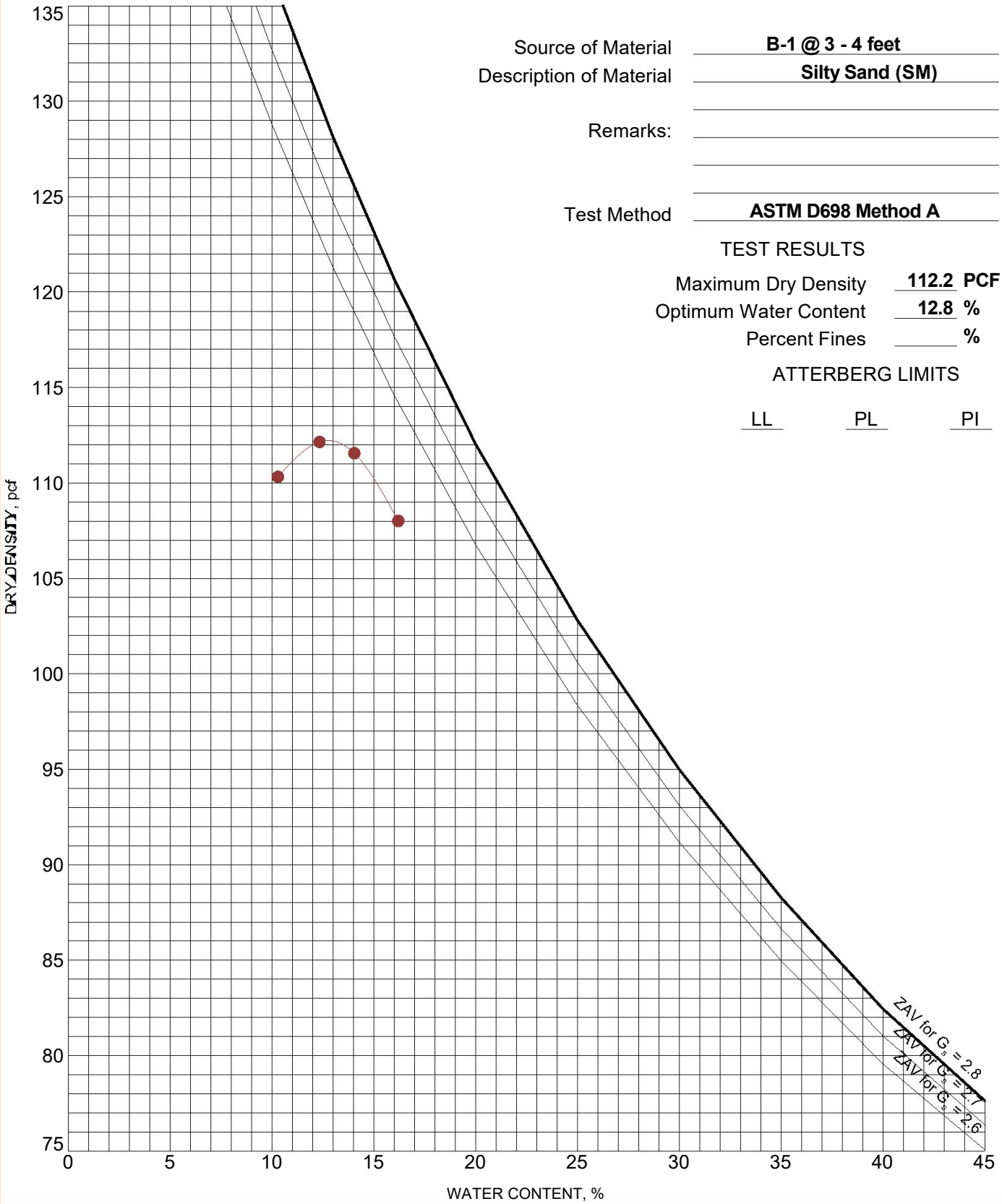
Terracon
10400 State Highway 191
Midland, TX

CLIENT: Parkhill
Midland, TX

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GRAIN SIZE: USCS-2 A4225052 TX-191 FRONTAGE R.GPJ TERRACON_DATATEMPLATE.GDT 5/2/22

MOISTURE-DENSITY RELATIONSHIP

ASTM D698/D1557



Source of Material: **B-1 @ 3 - 4 feet**

Description of Material: **Silty Sand (SM)**

Remarks:

Test Method: **ASTM D698 Method A**

TEST RESULTS

Maximum Dry Density	**112.2**	**PCF**
Optimum Water Content	**12.8**	**%**
Percent Fines		**%**

ATTERBERG LIMITS

LL	PL	PI

PROJECT: TX-191 Sanitary Sewer Line

PACKET

SITE: TX-158 and Avalon Drive
Midland, TX

Terracon
10400 State Highway 191
Midland, TX

PROJECT NUMBER: A4225052

May 23, 2023

CLIENT: Parkhill
Midland, TX

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. COMPACTION - V2 A4225052 TX-191 FRONTAGE R.GPJ TERRACON_DATATEMPLATE.GDT 5/2/22

SUPPORTING INFORMATION

Contents:

General Notes
Unified Soil Classification System

Note: All attachments are one page unless noted above.

GENERAL NOTES

DESCRIPTION OF SYMBOLS AND ABBREVIATIONS
TX-191 Sanitary Sewer Line ■ Midland, TX
Terracon Project No. A4225052

SAMPLING	WATER LEVEL	FIELD TESTS
Standard Penetration Test	**Water Initially Encountered** **Water Level After a Specified Period of Time** **Water Level After a Specified Period of Time** **Cave In Encountered** Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.	**N** Standard Penetration Test Resistance (Blows/Ft.) **(HP)** Hand Penetrometer **(T)** Torvane **(DCP)** Dynamic Cone Penetrometer **UC** Unconfined Compressive Strength **(PID)** Photo-Ionization Detector **(OVA)** Organic Vapor Analyzer

DESCRIPTIVE SOIL CLASSIFICATION

Soil classification as noted on the soil boring logs is based Unified Soil Classification System. Where sufficient laboratory data exist to classify the soils consistent with ASTM D2487 "Classification of Soils for Engineering Purposes" this procedure is used. ASTM D2488 "Description and Identification of Soils (Visual-Manual Procedure)" is also used to classify the soils, particularly where insufficient laboratory data exist to classify the soils in accordance with ASTM D2487. In addition to USCS classification, coarse grained soils are classified on the basis of their in-place relative density, and fine-grained soils are classified on the basis of their consistency. See "Strength Terms" table below for details. The ASTM standards noted above are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practice or professional judgment.

LOCATION AND ELEVATION NOTES

Exploration point locations as shown on the Exploration Plan and as noted on the soil boring logs in the form of Latitude and Longitude are approximate. See Exploration and Testing Procedures in the report for the methods used to locate the exploration points for this project. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

STRENGTH TERMS

RELATIVE DENSITY OF COARSE-GRAINED SOILS (More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance		CONSISTENCY OF FINE-GRAINED SOILS (50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance		
Descriptive Term (Density)	**Standard Penetration or N-Value Blows/Ft.**	**Descriptive Term (Consistency)**	**Unconfined Compressive Strength Qu, (tsf)**	**Standard Penetration or N-Value Blows/Ft.**
Very Loose	0 - 3	Very Soft	less than 0.25	0 - 1
Loose	4 - 9	Soft	0.25 to 0.50	2 - 4
Medium Dense	10 - 29	Medium Stiff	0.50 to 1.00	4 - 8
Dense	30 - 50	Stiff	1.00 to 2.00	8 - 15
Very Dense	> 50	Very Stiff	2.00 to 4.00	15 - 30
		Hard	> 4.00	> 30

RELEVANCE OF SOIL BORING LOG

The soil boring logs contained within this document are intended for application to the project as described in this document. Use of these soil boring logs for any other purpose may not be appropriate.

UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests [A]					Soil Classification	
					Group Symbol	Group Name [B]
Coarse-Grained Soils: More than 50% retained on No. 200 sieve	**Gravels:** More than 50% of coarse fraction retained on No. 4 sieve	**Clean Gravels:** Less than 5% fines [C]	$Cu \geq 4$ and $1 \leq Cc \leq 3$ [E]		GW	Well-graded gravel [F]
			$Cu < 4$ and/or [$Cc<1$ or $Cc>3.0$] [E]		GP	Poorly graded gravel [F]
		Gravels with Fines: More than 12% fines [C]	Fines classify as ML or MH		GM	Silty gravel [F, G, H]
			Fines classify as CL or CH		GC	Clayey gravel [F, G, H]
	Sands: 50% or more of coarse fraction passes No. 4 sieve	**Clean Sands:** Less than 5% fines [D]	$Cu \geq 6$ and $1 \leq Cc \leq 3$ [E]		SW	Well-graded sand [I]
			$Cu < 6$ and/or [$Cc<1$ or $Cc>3.0$] [E]		SP	Poorly graded sand [I]
		Sands with Fines: More than 12% fines [D]	Fines classify as ML or MH		SM	Silty sand [G, H, I]
			Fines classify as CL or CH		SC	Clayey sand [G, H, I]
Fine-Grained Soils: 50% or more passes the No. 200 sieve	**Silts and Clays:** Liquid limit less than 50	**Inorganic:**	PI > 7 and plots on or above "A"		CL	Lean clay
			PI < 4 or plots below "A" line [J]		ML	Silt [K, L, M]
		Organic:	Liquid limit - oven dried / Liquid limit - not dried	< 0.75	OL	Organic clay [K, L, M, N] / Organic silt [K, L, M, O]
	Silts and Clays: Liquid limit 50 or more	**Inorganic:**	PI plots on or above "A" line		CH	Fat clay [K, L, M]
			PI plots below "A" line		MH	Elastic Silt [K, L, M]
		Organic:	Liquid limit - oven dried / Liquid limit - not dried	< 0.75	OH	Organic clay [K, L, M, P] / Organic silt [K, L, M, Q]
Highly organic soils:	Primarily organic matter, dark in color, and organic odor				PT	Peat

[A] Based on the material passing the 3-inch (75-mm) sieve.

[B] If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

[C] Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

[D] Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

[E] $Cu = D_{60}/D_{10}$ $\quad Cc = \dfrac{(D_{30})^2}{D_{10} \times D_{60}}$

[F] If soil contains ≥ 15% sand, add "with sand" to group name.

[G] If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

[H] If fines are organic, add "with organic fines" to group name.

[I] If soil contains ≥ 15% gravel, add "with gravel" to group name.

[J] If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

[K] If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

[L] If soil contains ≥ 30% plus No. 200 predominantly sand, add "sandy" to group name.

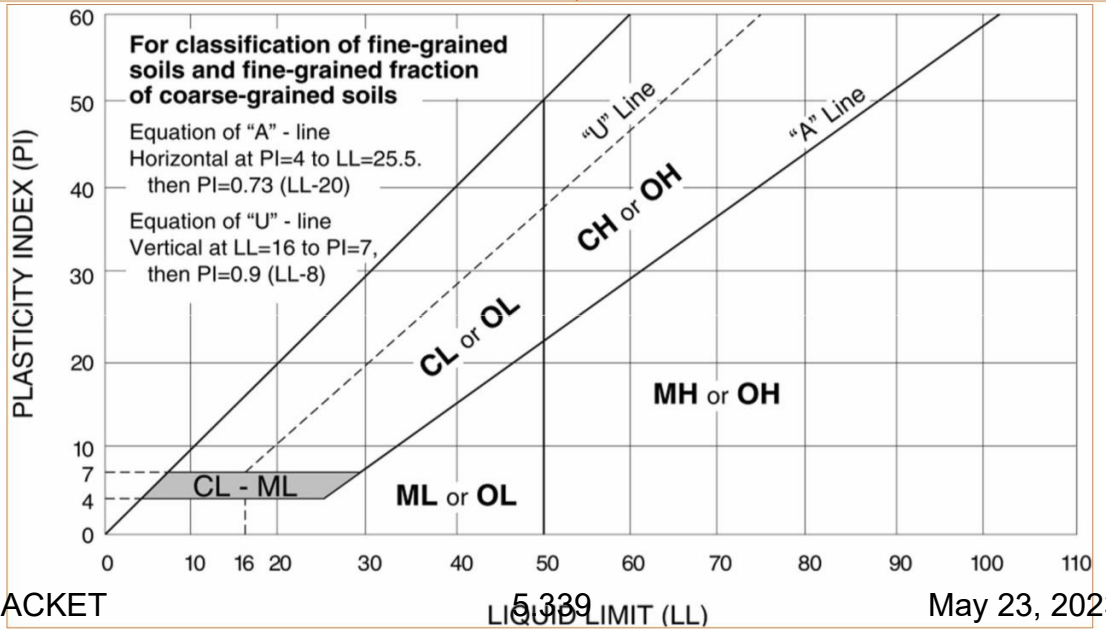
[M] If soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.

[N] PI ≥ 4 and plots on or above "A" line.

[O] PI < 4 or plots below "A" line.

[P] PI plots on or above "A" line.

[Q] PI plots below "A" line.



City of Midland SH-191 Wastewater Main Extension

April 2023

Lori Blong - Mayor

Dan Corrales - At-Large

Robin Poole - At-Large

Scott Dufford - District 1

John Norman - District 2

Jack Ladd - District 3

Amy Stretcher Burkes - District 4

PACKET 5.540

May 23, 2023

Sheet Index

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G-002	Project Location
G-003	General Notes, Legend, and Contact List

Civil

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C-102	Plan and Profile Sewer Line Sta 8+00 to Sta 16+00
C-103	Plan and Profile Sewer Line Sta 16+00 to Sta 24+00
C-104	Plan and Profile Sewer Line Sta 24+00 to Sta 32+00
C-105	Plan and Profile Sewer Line Sta 32+00 to Sta 40+00
C-106	Plan and Profile Sewer Line Sta 40+00 to Sta 48+00
C-107	Plan and Profile Sewer Line Sta 48+00 to Sta 56+00
C-108	Plan and Profile Sewer Line Sta 56+00 to Sta 64+00
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C-501	Miscellaneous Sewer Details
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C-503	
C-504	

Parkhill

PARKHILL, SMITH & COOPER, INC. STATE OF TEXAS KEVIN W. KRUEGER 81997 LICENSED PROFESSIONAL ENGINEER 03/17/2023

Parkhill
700 West Wall St
Suite 1401
Midland, TX 79701
432.687.1400

City of Midland
SH-191 Wastewater Main Extension

MIDLAND Feel the Energy!

CLIENT
City of Midland
300 N. Loraine
Midland, TX 79701
432.685-7400

PROJECT
0175
3151.2

#	DATE	DESCRIPTION
1	03/17/2023	Bid Set

Cover Sheet And Index

G-001

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EXISTING UTILITIES LEGEND

1. 16" CITY OF MIDLAND WATER MAIN
2. 16" CITY OF MIDLAND WATER MAIN
3. 33" CRMWD WATER MAIN
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]
8. [illegible]
9. [illegible]
10. [illegible]
11. DIAMONDBACK GAS LINE
12. GPM GAS LINE
13. GPM GAS LINE
14. DCP GAS LINE
15. DIAMONDBACK WATER LINE
16. DIAMONDBACK WATER LINE
17. DCP GAS LINE
18. ENDEAVOR GAS LINE
20. PLAINS GAS LINE
21. ENLINK PERMIAN GAS LINE
23. 36" CITY OF MIDLAND WATER LINE
24. ENTERPRISE CRUDE OIL LINE

SURVEY CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	10,696,05	1,723,93	2,858.2	1/2" IRON ROD WITH BLUE PLASTIC CAP "PSC CONTROL"
2	8.88	2.75	5	
3	10,693,65	1,723,75	2,878.7	1/2" IRON ROD WITH BLUE PLASTIC CAP "PSC CONTROL"
4	0.44	0.59	6	
5	10,691,75	1,721,92	2,892.3	1/2" IRON ROD WITH BLUE PLASTIC CAP "PSC CONTROL"
6	9.89	1,716,93	5	

TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE.
ELEVATIONS ARE BASED ON NAVD 88.

PACKET 5.341 May 23, 2023

Parkhill

KEVIN W. KRUEGER 6199 03/17/2023

City of Midland
SH-191 Wastewater Main Extention

MIDLAND Feel the Energy!

CLIENT
City of Midland
300 N. Loraine
Midland, TX 79701
(432) 685-7400

PROJECT
NO. 315142

#	DATE	DESCRIPTION
1	03/17/2023	Re-Set

Project Location And Controls

G-002

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LEGEND - EXISTING FEATURES

Symbol	Feature	Symbol	Feature
CP	CONTROL POINT	GR	GAS RISER
CO	CLEANOUT	GSN	GAS LINE SIGN
DG	DOWN GUY	ICV	IRRIGATION CONTROL VALVE
EB	ELECTRIC BOX	MH	WASTEWATER MANHOLE
FH	FIRE HYDRANT	TPD	TELECOMMUNICATION PEDESTAL
FOB	FIBER OPTIC BOX	TB	TRAFFIC CONTROL BOX
FOSN	FIBER OPTIC LINE SIGN	UP	UTILITY POLE
GM	GAS METER	WM	WATER METER
WV	WATER VALVE		

Line	Feature
///	EDGE OF ASPHALT
	CONCRETE CURB AND GUTTER
2770.50	EXISTING SURFACE CONTOUR
	ROAD CENTER-LINE
UGT	UNDERGROUND TELECOMMUNICATION
FOC	FIBER OPTIC LINE
G	GAS LINE
OHE	OVERHEAD ELECTRIC LINE
S	WASTEWATER MAIN
W	WATER MAIN
	ROW LINE
	EASEMENT LINE

LEGEND - PROPOSED CONSTRUCTION

Symbol	Feature
	WASTEWATER MANHOLE
	CAP/PLUG
	CASING
W	WATER MAIN
S	WASTEWATER MAIN

PACKET

GENERAL NOTES

1. ALL EXISTING UTILITIES CURRENTLY IN SERVICE MUST REMAIN IN SERVICE THROUGHOUT CONSTRUCTION OF THE NEW MAIN EXCEPT AS NOTED IN THE DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES (INCLUDING SERVICE CONNECTIONS) FROM DAMAGE AS A RESULT OF CONSTRUCTION.
2. ALTHOUGH ALL EFFORTS HAVE BEEN MADE TO INDICATE ALL MAJOR EXISTING UTILITIES ON PLANS, IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT ALL SAID UTILITIES AS WELL AS SERVICE CONNECTIONS (WHETHER OR NOT INDICATED ON PLANS) PRIOR TO AND DURING CONSTRUCTION.
3. ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION ARE TO BE SHOWN ON RECORD DRAWINGS. PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR IS TO COORDINATE WITH UTILITY COMPANIES & LAND OWNERS TO VERIFY LOCATION OF EXISTING UTILITIES & CONTRACTOR MUST CALL THE RESPECTIVE "1-CALL" NUMBER FOR SUCH UTILITIES.
4. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH GAS, OIL, ELECTRIC, TELEPHONE, FIBER OPTIC, CABLE TV, SEWER, TXDOT, WATER UTILITIES OWNERS AND LAND OWNERS ETC. FOR ANY RELOCATION AND/OR PROTECTION OF EXISTING LINES OR CABLES AS REQUIRED, DUE TO CONSTRUCTION ACTIVITIES.
5. UNLESS OTHERWISE INDICATED, ALL EXISTING ROADWAYS, SIDEWALKS, & SURFACE GRADING AFFECTED BY CONSTRUCTION ACTIVITIES ARE TO BE RESTORED TO ORIGINAL CONDITION AND ELEVATION BY CONTRACTOR.
6. THE CITY IS TO BE NOTIFIED 72 HOURS IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES.
7. THE CONTRACTOR MUST NOTIFY THE CITY OF MIDLAND UTILITY DEPT., IN WRITING, OF ANY PROPOSED DUMP SITE(S) FOR OVERBURDEN FOR REVIEW AND APPROVAL. THE CONTRACTOR MUST OBTAIN APPROVAL OF ITS TRUCK ROUTE TO THE SITE, AS WELL AS FOR THE MATERIALS IT IS TO BE HAULING BEFORE REMOVAL OF OVERBURDEN FROM THE PROJECT SITE.
8. CONTRACTOR IS REQUIRED TO IMPLEMENT AN APPROVED STORM WATER POLLUTION PREVENTION (SWPPP) PLAN. CONTRACTOR MUST KEEP ALL DEBRIS & SPOIL OUT OF DRAINS, CULVERTS AND DROP INLETS AND ENSURE THAT THEY DO NOT BECOME CLOGGED AS A RESULT OF CONSTRUCTION ACTIVITIES.
9. CONTRACTOR IS TO VERIFY LOCATION OF EXISTING UTILITY MAINS BY POTHOLING AND/OR OTHER METHODS 2-WEEKS AHEAD OF PIPE LAYING CREWS TO ALLOW THE ENGINEER SUFFICIENT TIME TO INITIATE ANY NECESSARY CHANGES IN ALIGNMENT AND/OR GRADE OF THE PIPELINE.
10. UNLESS SHOWN OTHERWISE ON THE DRAWINGS, CONTRACTOR SHALL PROVIDE A MINIMUM COVER FROM TOP OF PIPE TO FINISHED GRADE FOR ALL NEW PIPES AS FOLLOWS: WATER MAIN = 5.0' WASTEWATER MAIN = 6.5' ALL NEW UTILITY CROSSINGS SHALL FOLLOW APPLICABLE CITY OF MIDLAND DETAILS AND TXDOT REQUIREMENTS, WHICHEVER OF THE TWO IS MORE STRINGENT.
11. FIELD VERIFY ALL WATER AND WASTEWATER MATERIAL, SIZE, AND ELEVATION PRIOR TO ORDERING AND INSTALLING FITTINGS AND MANHOLES.
12. CONTRACTOR IS TO TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR ON CONSTRUCTION DRAWINGS.
13. PLUGS/CAPS ON WASTEWATER AND WATER MAINS ARE SHOWN AS AN APPROXIMATE LOCATION. PLUGS NEAR PROPOSED MANHOLES SHALL BE INSTALLED FLUSH WITH THE INSIDE OF SUCH MANHOLE. CAPS NEAR PROPOSED WASTEWATER LINES SHALL BE INSTALLED IMMEDIATELY AFTER ...
14. CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE STANDARDS AND REGULATIONS FOR WORK IN TXDOT RIGHT-OF-WAY.
15. ALL CONSTRUCTION IS TO COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE. ALL OTHER STANDARDS AND REQUIREMENTS ARE TO COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS. WHENEVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD, REQUIREMENTS, OR REGULATION WILL GOVERN.
16. PRIOR TO BEGINING WORK ADJACENT TO AND/OR WITHIN TxDOT RIGHT-OF-WAY CONTRACTOR MUST PREPARE A TRAFFIC CONTROL PLAN & SUBMIT TO TxDOT FOR APPROVAL. CONTRACTOR IS TO NOT BEGIN WORK UNTIL THE TRAFFIC CONTROL PLAN HAS BEEN APPROVED, A COPY OF WHICH IS TO BE PROVIDED TO THE ENGINEER. TRAFFIC CONTROL PLAN MUST BE PREPARED IN CONFORMANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS.
17. PRIOR TO BEGINING WORK ADJACENT TO AND/OR WITHIN CITY RIGHT-OF-WAY CONTRACTOR MUST PREPARE A TRAFFIC CONTROL PLAN & SUBMIT TO THE CITY FOR APPROVAL. CONTRACTOR IS TO NOT BEGIN WORK UNTIL THE TRAFFIC CONTROL PLAN HAS BEEN APPROVED, A COPY OF WHICH IS TO BE PROVIDED TO THE ENGINEER. TRAFFIC CONTROL PLAN MUST BE PREPARED IN CONFORMANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS.
18. CONTRACTOR IS TO WORK CONTINUOUSLY TO RESTORE ROADWAYS TO PLACE THEM BACK IN SERVICE. IF IN THE OPINION OF THE ENGINEER THE CONTRACTOR IS NOT WORKING DILIGENTLY, TO REPLACE THE PAVEMENT, THIS MAY BE CAUSE FOR THE CONTRACTOR TO CEASE WORK ON OTHER AREAS UNTIL THE ROADWAYS ARE RESTORED.
19. CONTRACTOR TO USE AIRTIGHT PLUG AND SEAL THE OPEN ENDS OF THE PIPE REPLACED TO RESTORE TO THE ORIGINAL CONDITION DURING NON-WORKING HOURS.
20. CONTRACTOR IS TO COMPILE A RECORD OF ALL FOUND UNDERGROUND UTILITIES. THIS INFORMATION IS TO BE TRANSFERRED TO FINAL RECORD DRAWINGS.
21. CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTING ALL IMPROVEMENTS IN ACCORDANCE WITH CITY OF MIDLAND STANDARDS, DETAILS, AND REQUIREMENTS.
22. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL DETAILS AND SPECIFICATIONS, UNLESS INDICATED OTHERWISE ON THE DRAWINGS SPECIFICATIONS CONFORM WITH CITY OF MIDLAND STANDARDS, DETAILS, AND REQUIREMENTS AND MAKE ENGINEER AWARE OF ANY DISCREPANCIES.
23. ALL EXISTING IRRIGATION MUST BE REPAIRED TO EXISTING CONDITIONS AT CONTRACTORS COST.
24. CONTRACTOR MUST EXHIBIT CAUTION DURING CONSTRUCTION ACTIVITIES AS VARIOUS BURIED AND OVERHEAD UTILITIES EXIST IN THE PROJECT AREA.
25. CONTRACTOR IS REQUIRED TO GIVE ENGINEER 72-HOURS NOTICE FOR INSPECTION/TESTING OF ALL CRITICAL ASPECTS OF THE PROJECT. THESE INCLUDE, BUT ARE NOT LIMITED TO: PAVEMENT, BASE, PRIME COAT, CONCRETE TESTING OPERATIONS, EMBEDMENT, MANDREL TESTING, PRESSURE TESTING, WARNING TAPE, SUBGRADE, COMPACTION TESTING, ETC.
26. ALL BACKFILL UNLESS OTHERWISE SPECIFIED MUST BE DONE IN 12" LIFTS, COMPACTED TO 95% OF ASTM D1557, +/- 2% OPTIMAL MOISTURE CONTENT.
27. FOR ALL REMOVED ITEMS (WATER SERVICES, FIRE HYDRANTS, VALVE BOXES, ETC.) BACKFILL AND REPLACE SURFACE TO MATCH ADJACENT SURFACING.
28. INCLUDE IN APPLICABLE BID COST FOR RECONNECTING ALL EXISTING WATER SERVICES WHETHER SHOWN ON PLANS OR NOT. VERIFY ALL EXISTING SERVICES ARE RECONNECTED.
29. ELEVATION AND DIMENSIONS SHOWN ARE APPROXIMATE AND BASED ON FIELD SURVEY DATA. THROUGHOUT CONSTRUCTION COORDINATE WITH ENGINEER TO ENSURE ALL REQUIREMENTS, REGULATIONS, AND DESIGN INTENT ARE MET.
30. CONTRACTOR IS SOLELY RESPONSIBLE IN MEETING VALVE BOXES, AND MANHOLE RING AND COVERS FLUSH WITH THE ADJACENT SURFACING. CONTRACTOR MUST ADJUST AS NECESSARY BASED ON FIELD CONDITIONS.
31. AS NECESSARY, COORDINATE RELOCATION OF LANDOWNER EQUIPMENT WITH ENGINEER.
34. CONTRACTOR IS TO PERFORM THE WORK AS SHOWN HEREIN AND IN THE SPECIFICATIONS IN SUCH A MANNER TO PROVIDE UNINTERRUPTED WATER AND WASTEWATER SERVICE DURING ALL CONSTRUCTION.
35. FIELD VERIFY ALL WATER AND WASTEWATER MATERIAL, SIZE, AND ELEVATION PRIOR TO ORDERING AND INSTALLING.
36. ROCK MAY BE PRESENT IN THE ALIGNMENTS. NO EXTRA COMPENSATION WILL BE MADE FOR SOLID ROCK EXCAVATION. THE CONTRACTOR IS EXPECTED TO MAKE BORING OF HIS OWN AND SATISFY HIMSELF OF THE CHARACTER OF MATERIAL WHICH WILL BE ENCOUNTERED.
37. CONTRACTOR IS TO COORDINATE WITH APPLICABLE UTILITY OWNERS, OBTAIN ALL REQUIRED PERMITS, AND ADHERE TO ALL REQUIREMENTS BY SUCH UTILITY OWNERS FOR CROSSING OF THEIR UTILITIES.
38. CONTRACTOR IS TO NOTIFY ALL AFFECTED PROPERTIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY.
39. THERE IS TO BE NO MATERIAL STORAGE WITHIN TXDOT RIGHT OF WAY. MATERIAL STORAGE TO BE AS APPROVED BY ENGINEER.
40. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.
41. CONTRACTOR HAS SOLE RESPONSIBILITY FOR ALL CONSTRUCTION STAKING.
42. ALL UTILITY COVERS MUST BE ADJUSTED TO FINISHED GRADE AND BE SET FLUSH WITH ADJACENT FINISHED SURFACE WHETHER FINISHED SURFACE IS PAVED OR UNPAVED.
43. CONCRETE RINGS ARE TO BE PLACED AROUND ALL PUBLIC INFRASTRUCTURE COVERS EXCEPT METER COVERS EVEN WHEN SUCH COVERS ARE LOCATED IN UNPAVED OR CONCRETE PAVED AREAS.
44. ALL PAVEMENT TRENCH REPAIRS ARE TO INCLUDE 1.0' T-TOPPING ON BOTH SIDES OF THE TRENCH EXCAVATION.
45. ALL SAW-CUTTING IS TO HAVE CLEAN, STRAIGHT EDGES AND IS CONSIDERED INCIDENTAL TO ALL PAVEMENT REMOVAL.
46. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 1.5-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0-CUBIC YARD OF CONCRETE PLACED (1.5-LBS / CY).
47. ALL CONCRETE PAVEMENT, FILLET, AND COLLAR JOINTS UNLESS OTHERWISE STATED IN CONSTRUCTION DRAWINGS ARE SEALED PER CITY STANDARDS.
48. EXISTING INFRASTRUCTURE IDENTIFIED FOR REMOVAL IS TO BE REMOVED IN ITS ENTIRETY, INCLUDING ANY VALVES, FITTINGS, STRUCTURES, AND APPURTENANCES.
49. ITEMS REMOVED OR DEMOLISHED BECOME THE OWNERSHIP OF THE CONTRACTOR. CONTRACTOR SHALL LEGALLY DISPOSE OF ALL ITEMS IN AN EPA APPROVED LANDFILL.
50. WATER MAIN DEFLECTIONS WHERE SPECIFIED OR REQUIRED ARE TO MEET PIPE MANUFACTURER SPECIFICATIONS FOR INSTALLATION. AS NECESSARY, FURNISH AND INSTALL APPLICABLE FITTING(S) TO ENSURE DEFLECTION REQUIREMENTS ARE MET.
51. CONTRACTOR MUST HOLD PRIOR TO BIDDING (EITHER ON PAYROLL OR THROUGH CONTRACT) TCEQ WATER AND TCEQ WASTEWATER CLASS D LICENSES. TCEQ CLASS 1 WASTEWATER COLLECTORS LICENSE MY BE HELD IN LIEU OF THE CLASS D WASTEWATER LICENSE. BIDDERS MUST SUBMIT PROOF OF BOTH TCEQ WATER AND WASTEWATER LICENSES WITH THE BID SUBMITTAL OR IT WILL BE CONSIDERED NON-RESPONSIVE. THESE LICENSES MUST BE MAINTAINED FOR THE DURATION OF THE PROJECT.
52. PRIOR TO CONSTRUCTION THE CONTRACTOR MUST FAMILIARIZE HIMSELF WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS, INCLUDING ALL NOTES AND ANY OTHER APPLICABLE STANDARDS AND SPECIFICATIONS RELEVANT TO THE PROPER COMPLETION OF THE WORK SPECIFIED. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR PERFORMING THE WORK IN ACCORDANCE WITH ALL APPLICABLE STANDARDS AND SPECIFICATIONS. THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO EASEMENT AREAS AS SHOWN ON DRAWINGS.
53. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES OF CONSTRUCTION AND SAFETY PROGRAMS RELATING IN ANY WAY TO THE WORK.
54. CONTRACTOR SHALL COORDINATE EQUIPMENT FROM OPERATING IN THE VICINITY OF THE EXISTING WATER LINE LOCATED IN THE EASEMENT. WHERE EQUIPMENT CROSSING ARE REQUIRED, WATER LINE SHALL BE PROTECTED TO THE SATISFACTION OF THE CITY OF MIDLAND.
55. MATERIAL SHALL NOT BE STORED WITHIN 10 FEET OF UTILITY LINES. EQUIPMENT OR VEHICLES SHALL NOT BE PARKED WITHIN 10 FEET OF UTILITY LINES.
55. CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION SURVEYING AND STAKING, TRAFFIC CONTROL AND TESTING AS REQUIRED BY CONTRACT DOCUMENTS.

UTILITIES AND AGENCIES CONTACT LIST

CITY OF MIDLAND
300 N. LORAINE
MIDLAND, TEXAS 79701
OFFICE: (432) 685-7100
MR. CARL CRAIGO, P.E.

PARKHILL
PARKHILL
1700 WEST WALL STREET
MIDLAND, TEXAS 79701
MR. KEVIN W. KRUEGER, P.E.
(432) 697-4447

TEXAS 811
11880 GREENVILLE, SUITE 120
DALLAS, TEXAS 75243
(800) 344-8377

DIAMONDBACK ENERGY, INC
500 WEST TEXAS AVE. STE 1200
MIDLAND, TX 79701
(432) 699-9332

ENDEAVOR ENERGY RESOURCES
110 N. MARIENFELD STREET
MIDLAND, TEXAS 79701
(432) 570-0186

"1 CALL UTILITY LOCATING COMPANIES"
1-800-DIG TESS (344-8377) TX 1
CALL (1-800-245-4545)
LONE STAR (1-800-669-8344) (806) 376-8600

FIBERLIGHT OF TEXAS
3000 SUMMIT PLACE, STE 200
MIDLAND, TEXAS 79701
(800) 672-0181

ENLINK MIDSTREAM
1722 ROUTH ST., STE 1300
DALLAS, TX 75201
(877) 593-08221 OFFICE
(432) 701-3099 FIELD

ONEOK NLG PIPELINE
100 WEST FIFTH STREET
TULSA, OK 74103
(800) 562-5879 OR
(888) 215-5137

FRONTIER ENERGY
5100 I-20 MIDLAND, TX 79703
(432) 694-2195

PLAINS PIPELINE L.P.
333 CLAY STREET
SUITE 1600
HOUSTON, TX 77002
(210) 403-4511

DCP MIDSTREAM (GPM)
2107 CITY WEST BLVD. SUITE 600
HOUSTON, TX 77042
(713) 735-3600

CRMWD
PO BOX 869 BIG SPRING, TX 79721
(432) 267-6341 OFFICE
(432) 213-0352 FIELD

CONOCO PHILIPS (CONCHO RESOURCES)
600 W. ILLINOIS AVE.
MIDLAND, TX 79701
(432) 253-9676

ENTERPRISE CRUDE OIL
1100 LOUISIANA ST., 10TH FL
HOUSTON, TEXAS 77002
(800) 220-1058

5.342

May 23, 2023

Parkhill

PARKHILL SMITH & COOPER, INC. F-560
STATE OF TEXAS
KEVIN W. KRUEGER
81997
LICENSED PROFESSIONAL ENGINEER
03/17/2023

City of Midland
SH-191 Wastewater Main Extention

MIDLAND Feel the Energy!

CLIENT
City of Midland
300 N. Loraine
Midland, Texas 79701-4225
(432) 685-7100

PROJECT NO.
6131.22

#	DATE	DESCRIPTION
1	03/17/2023	Bid Set

General Notes, Legend, Contact List

G-003

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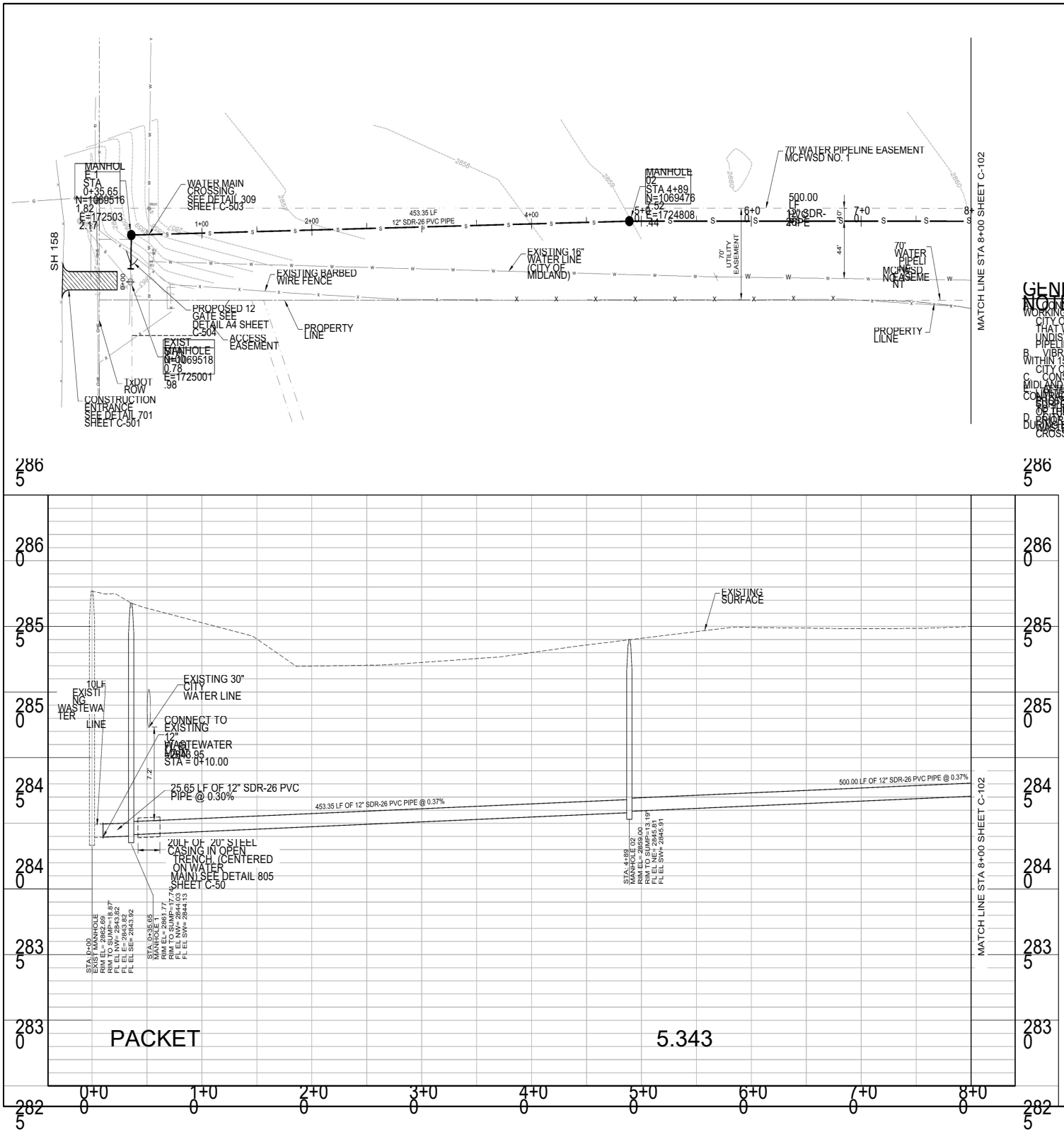

N

0 40' 80'

0 4' 8'

GENERAL NOTES

A. CONTRACTOR SHALL PROVIDE MINIMUM 10 WORKING DAYS NOTICE TO CITY OF MIDLAND PRIOR TO START OF ANY WORK THAT WILL REDUCE THE UNDISTURBED SOIL ABOVE THE 30" WATER PIPELINE.

B. VIBRATORY COMPACTION SHALL NOT BE USED WITHIN 15 FEET OF THE CITY OF MIDLAND WATER PIPELINES.

C. CONSTRUCTION TRAFFIC OVER CITY OF MIDLAND PIPELINES SHALL BE LIMITED TO CONSTRUCTION TRAFFIC UNLESS PIPELINE SUPPORTION IS PROVIDED TO THE SATISFACTION OF THE SUPPORT OWNER.

D. PRIOR TO FINAL ACCEPTANCE SHALL BE ON-SITE DURING EXCAVATIONS FOR CROSSING OR EXPOSING CITY UTILITY LINES.

May 23, 2023

Parkhill

KEVIN W. KRUEGER 8199 03/17/2023

City of Midland
SH-191 Wastewater Main Extention

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City of Midland
300 N. Loraine
Midland, TX 79701
PROJECT NO. 2
6131.2

1 03/17/2023

Plan and Profile Sewer Line Sta 0+00 To Sta 8+00

C-101

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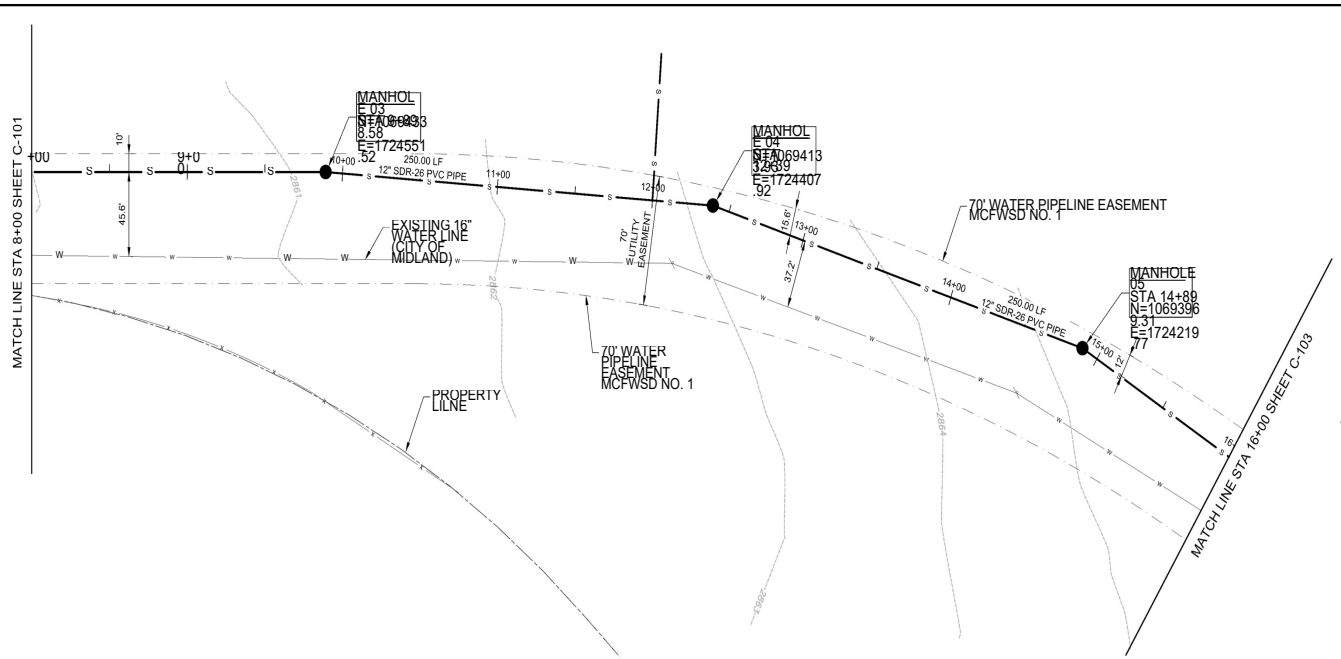
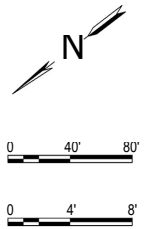
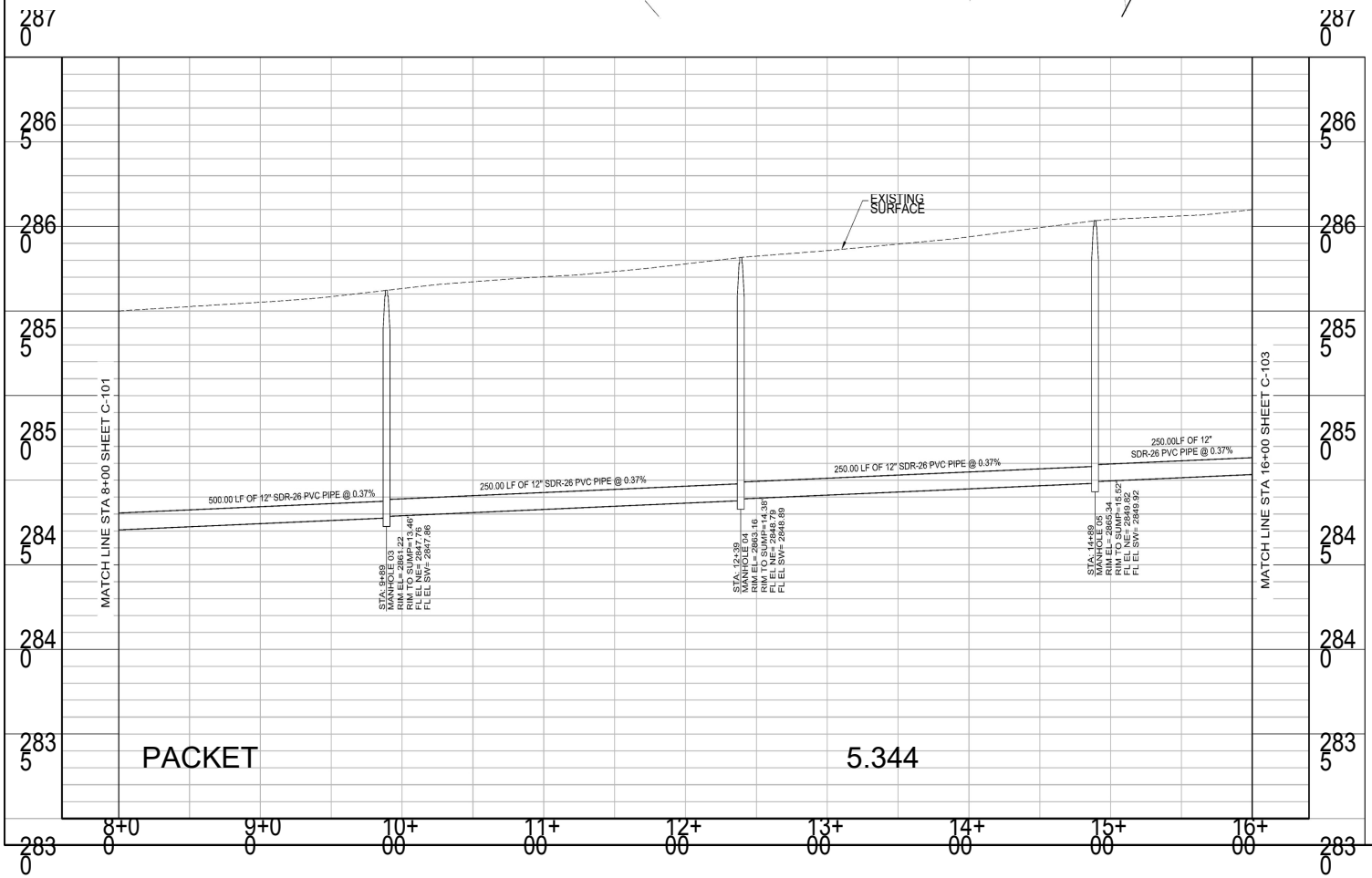




GENERAL NOTES

A. CONSTRUCTION TRAFFIC OVER CITY OF MIDLAND PIPELINES SHALL BE LIMITED TO LIGHT TRAFFIC UNLESS PIPELINE PROTECTION IS PROVIDED TO THE SATISFACTION OF THE CITY.

B. AFTER EXPOSING UTILITIES TO BE CROSSED, CONTRACTOR SHALL SUPPORT ALL UTILITIES TO THE SATISFACTION OF THE UTILITY OWNER PRIOR TO FINAL EXCAVATIONS FOR WASTEWATER MAIN INSTALLATION.



PACKET 5.344 May 23, 2023

Parkhill

KEVIN W. KRUEGER 6199 03/17/2023

City of Midland
SH-191 Wastewater Main Extension

MIDLAND Feel the Energy!

CLIENT
City of Midland
300 N. Loraine
Midland, TX 79701

PROJECT
No. 5153.2

1 03/17/2023 FINAL PLANS

Plan and Profile Sewer Line Sta 8+00 To Sta 16+00

C-102

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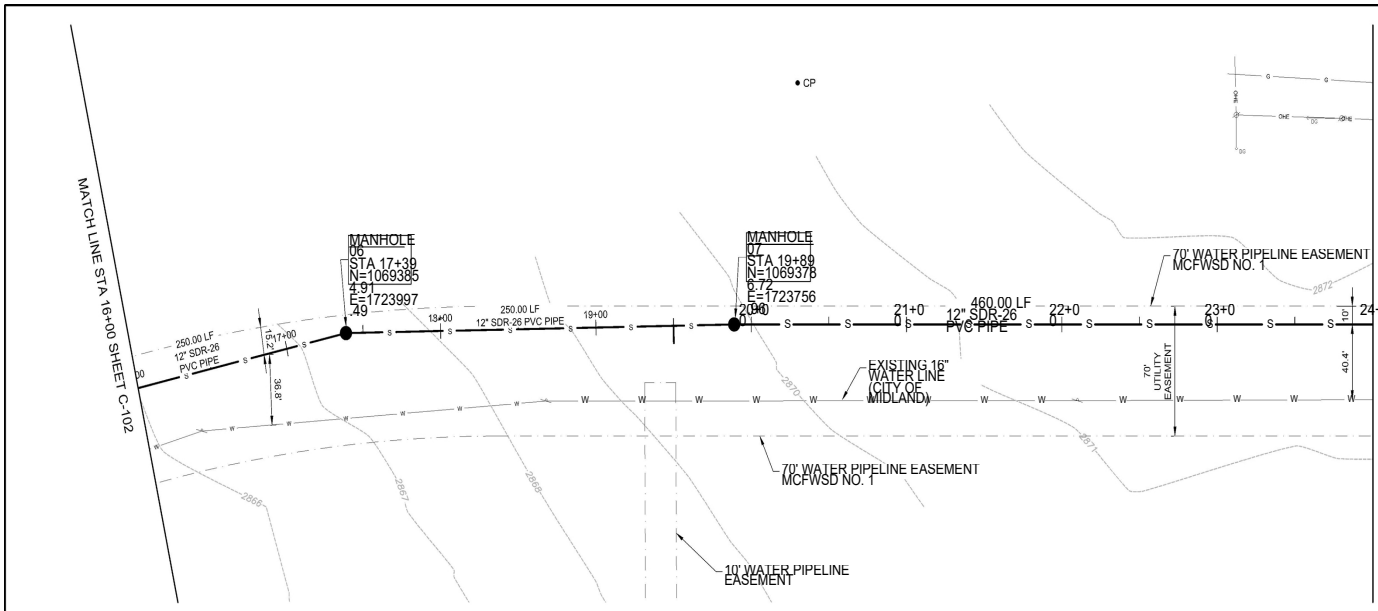

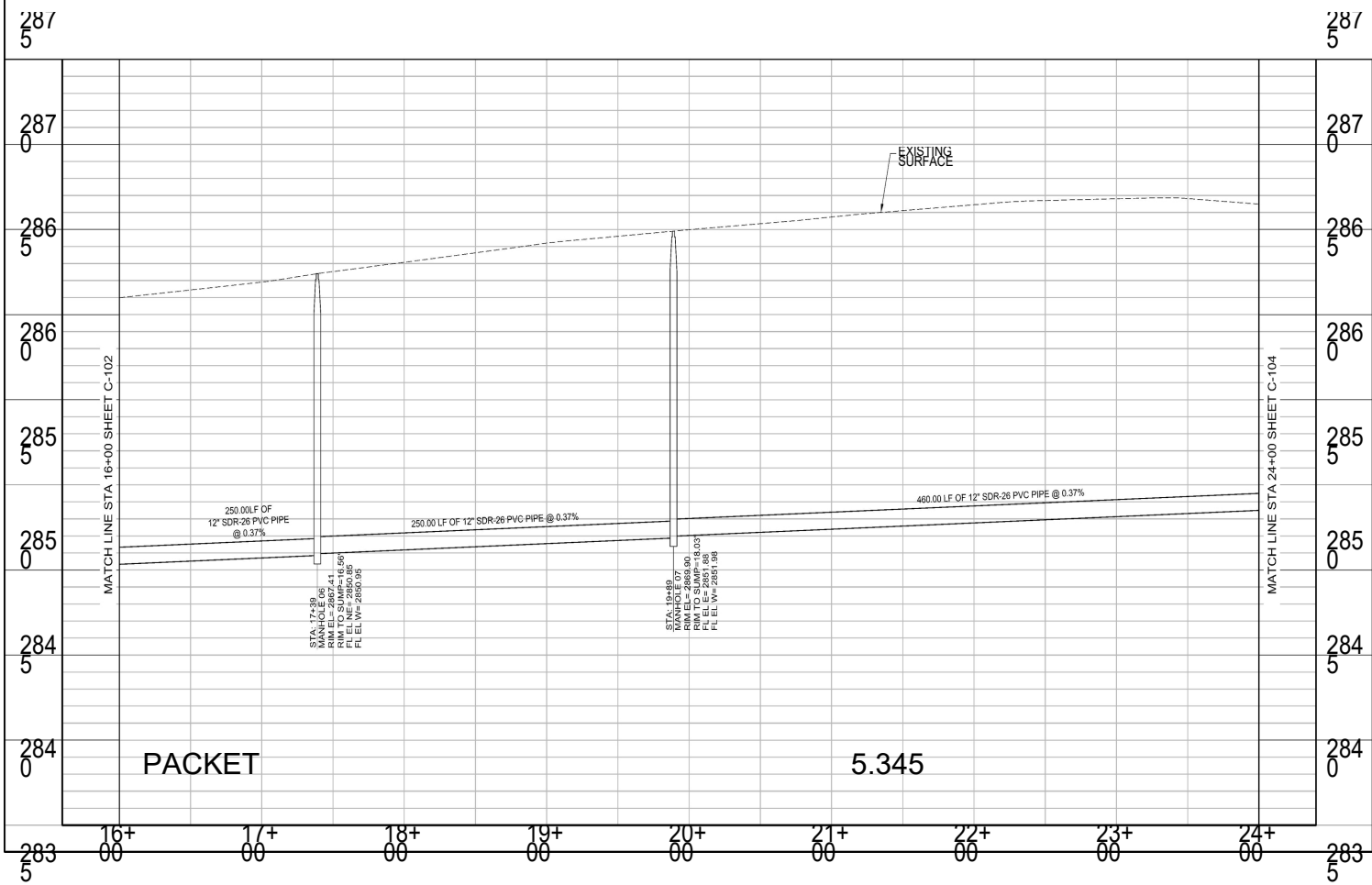

N

0 40' 80'

0 4' 8'

GENERAL NOTES

A. CONSTRUCTION TRAFFIC OVER CITY OF MIDLAND PIPELINES SHALL BE LIMITED TO LIGHT TRAFFIC UNLESS PIPELINE PROTECTION IS PROVIDED.

B. PROTECTION IS PROVIDED TO BE CROSSED, CONTRACTOR SHALL SUPPORT ALL UTILITIES TO THE SATISFACTION OF THE UTILITY OWNER PRIOR TO FINAL EXCAVATIONS FOR WASTEWATER MAIN INSTALLATION.

May 23, 2023

Parkhill

KEVIN W. KRUEGER 8199 03/17/2023

City of Midland
SH-191 Wastewater Main Extention

MIDLAND
Feel the Energy!

CLIENT
City of Midland
300 N. Loraine
Midland, Texas 79701

PROJECT
H131.2

1 03/17/2023

Plan and Profile Sewer Line Sta 16+00 To Sta 24+00

C-103

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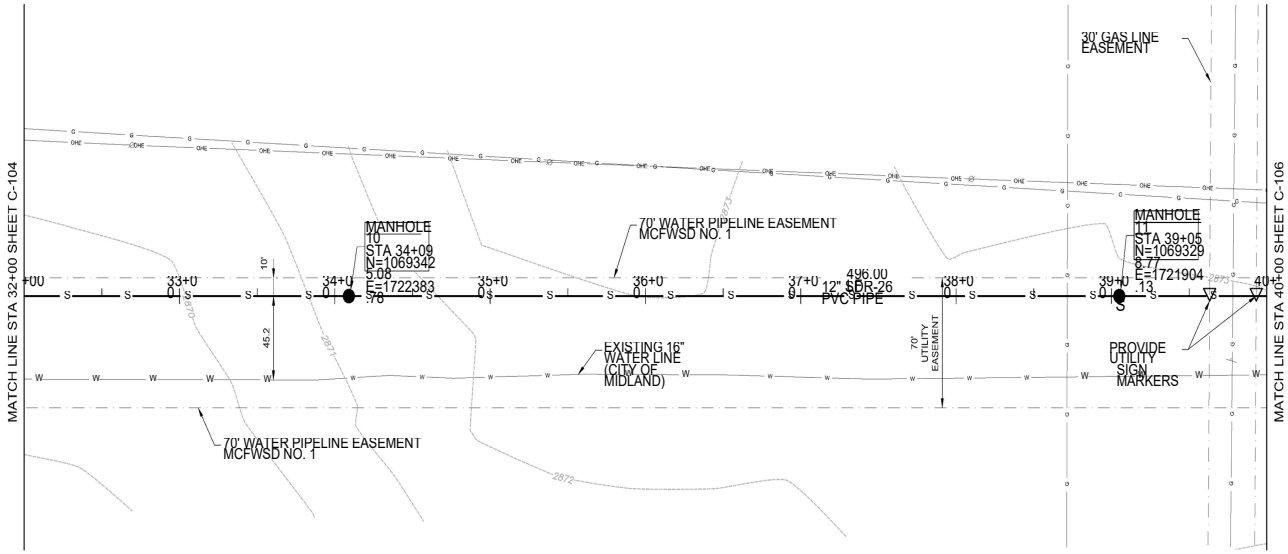
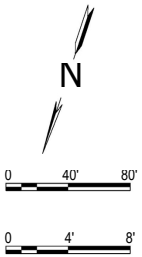
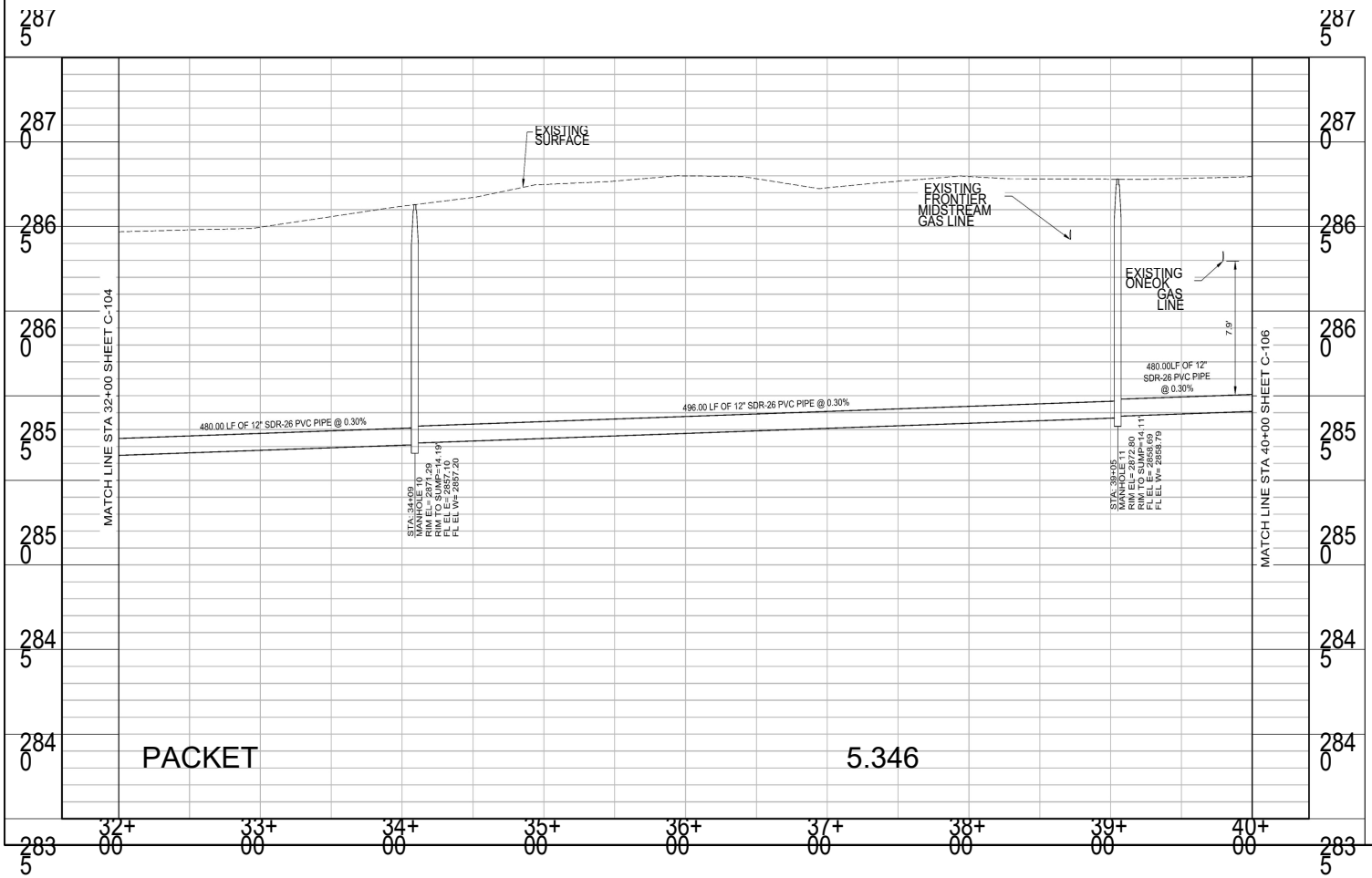




GENERAL NOTES

A. CONSTRUCTION TRAFFIC OVER CITY OF MIDLAND PIPELINES SHALL BE LIMITED TO LIGHT TRAFFIC UNLESS PIPELINE PROTECTION IS PROVIDED.

B. PIPELINES AND UTILITIES TO BE CROSSED, CONTRACTOR SHALL SUPPORT ALL UTILITIES TO THE SATISFACTION OF THE UTILITY OWNER PRIOR TO FINAL EXCAVATIONS FOR WASTEWATER MAIN INSTALLATION.



PACKET 5.346

May 23, 2023

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Parkhill

PARKHILL, SMITH & COOPER, INC. STATE OF TEXAS KEVIN W. KRUEGER 81799 LICENSED PROFESSIONAL ENGINEER
03/17/2023

City of Midland
SH-191 Wastewater Main Extention

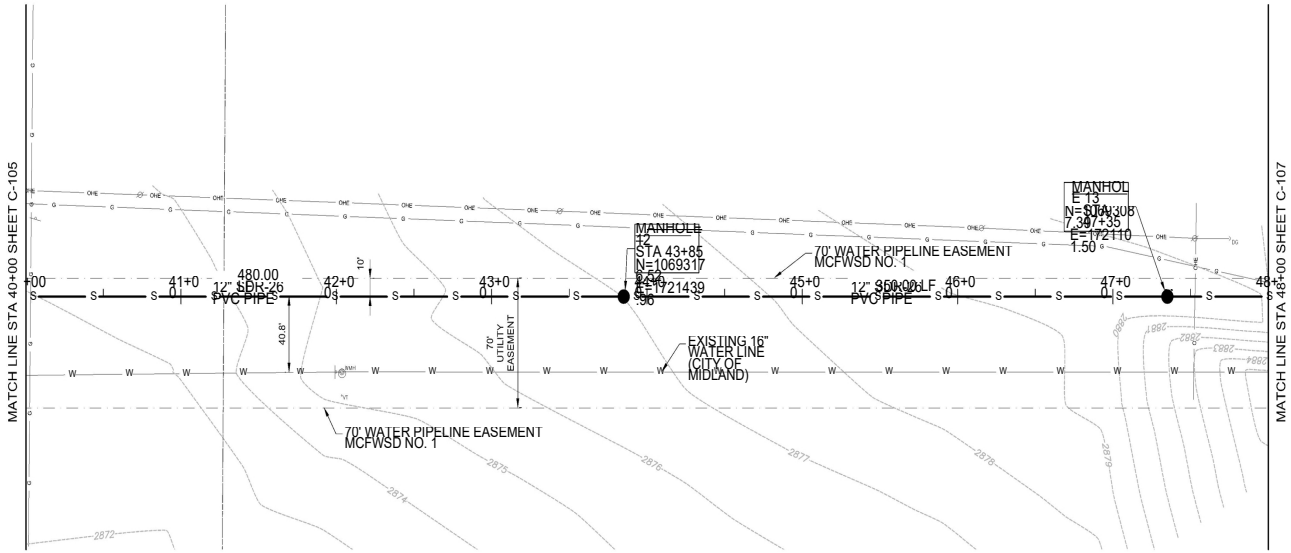
MIDLAND Feel the Energy!

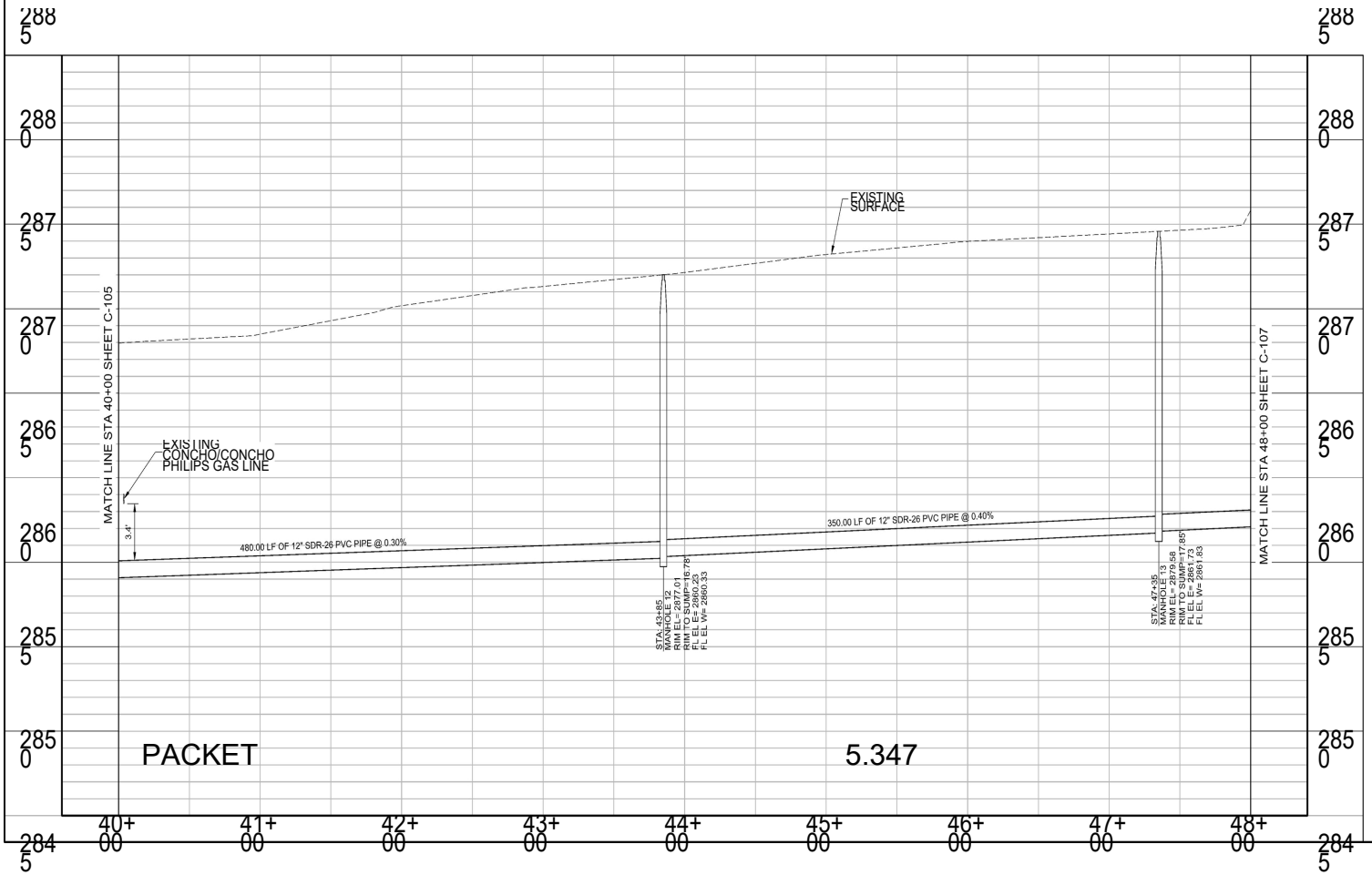
CLIENT
City of Midland
300 N. Loraine
Midland, TX 79701

PROJECT NO. 6131.22

#	DATE	DESCRIPTION
1	03/17/2023	Bid Set

Plan and Profile Sewer Line Sta 32+00 to Sta 40+00





N

0 40' 80'

0 4' 8'

GENERAL NOTES

A. CONSTRUCTION TRAFFIC OVER CITY OF MIDLAND PIPELINES SHALL BE LIMITED TO LIGHT TRAFFIC UNLESS PIPELINE IS PROTECTED AS PROVIDED.

B. EXISTING UTILITIES TO BE CROSSED, CONTRACTOR SHALL SUPPORT ALL UTILITIES TO THE SATISFACTION OF THE UTILITY OWNER PRIOR TO FINAL EXCAVATIONS FOR WASTEWATER MAIN INSTALLATION.

PACKET 5.347 May 23, 2023

Parkhill

KEVIN W. KRUEGER 6799 LICENSED PROFESSIONAL ENGINEER
03/17/2023

City of Midland
SH-191 Wastewater Main Extention

MIDLAND Feel the Energy!

CLIENT
City of Midland
300 N. Loraine
Midland, TX 79701

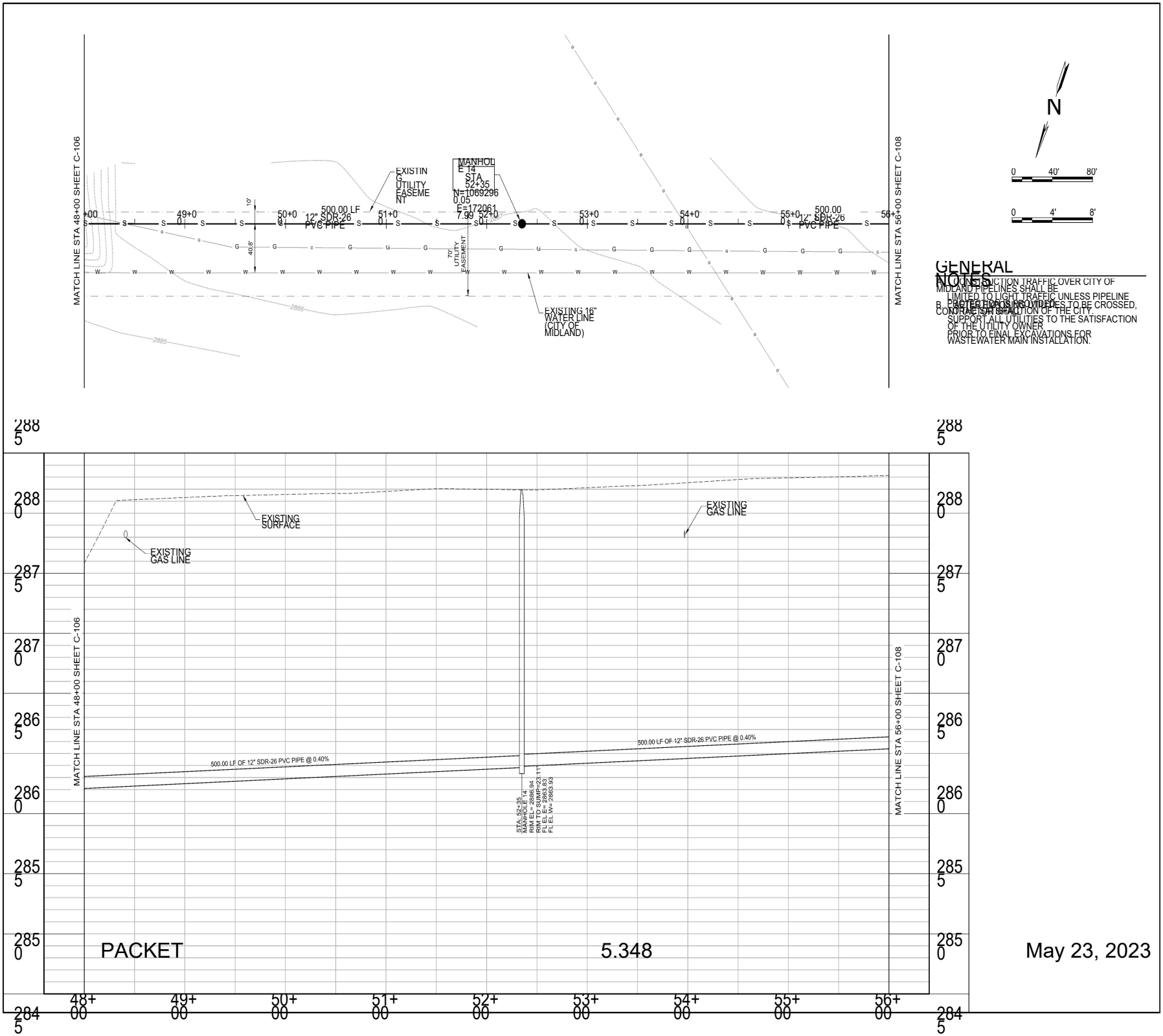
PROJECT NO. 10-1965

1 03/17/2023 FINAL PLANS

Plan and Profile Sewer Line Sta 40+00 To Sta 48+00

C-106

A:\2022\6131.22\03_DSGN\01_DWG\050_CIV\LIC-106-6131.DWG, 11/22/2022 3:07:27 PM, RHaskins



GENERAL NOTES

A. CONSTRUCTION TRAFFIC OVER CITY OF MIDLAND PIPELINES SHALL BE LIMITED TO LIGHT TRAFFIC UNLESS PIPELINE PROTECTION IS PROVIDED.

B. PROTECTION SHALL BE PROVIDED TO ALL UTILITIES TO BE CROSSED, CONTRACTOR SHALL SUPPORT ALL UTILITIES TO THE SATISFACTION OF THE UTILITY OWNER PRIOR TO FINAL EXCAVATIONS FOR WASTEWATER MAIN INSTALLATION.

Parkhill

KEVIN W. KRUEGER 8199 03/17/2023

City of Midland
SH-191 Wastewater Main Extention

MIDLAND
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CLIENT
City of Midland
300 N. Loraine
Midland, Texas 79701
PROJECT NO. 4225-6131.2

1 03/17/2023 Bid Set

#	DATE	DESCRIPTION

Plan and Profile Sewer Line
Sta 48+00 to Sta 56+00

S-107

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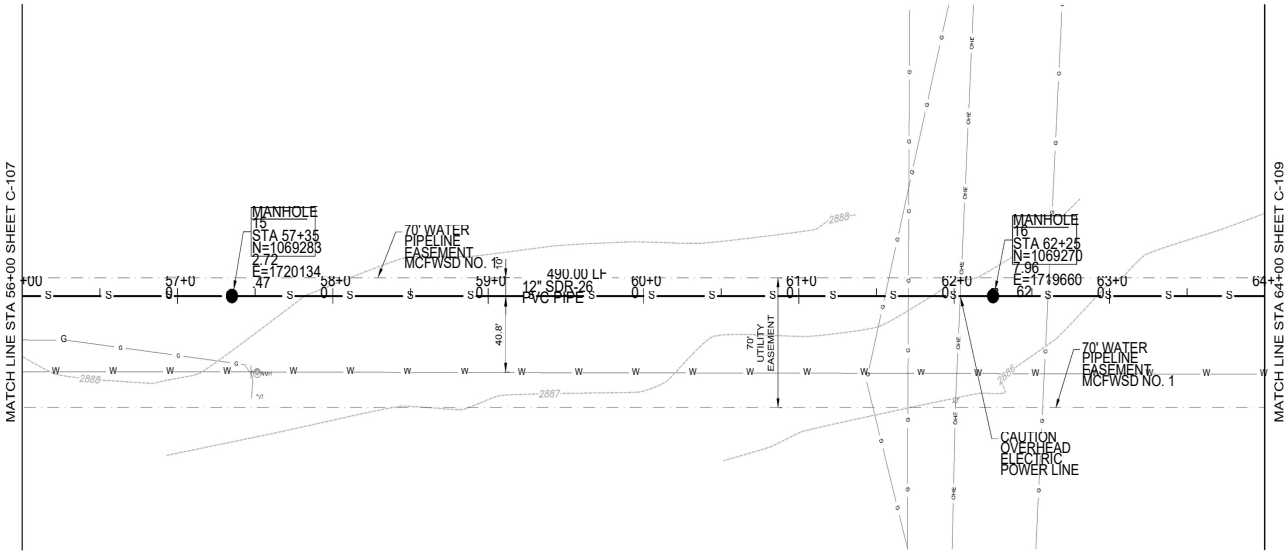


N

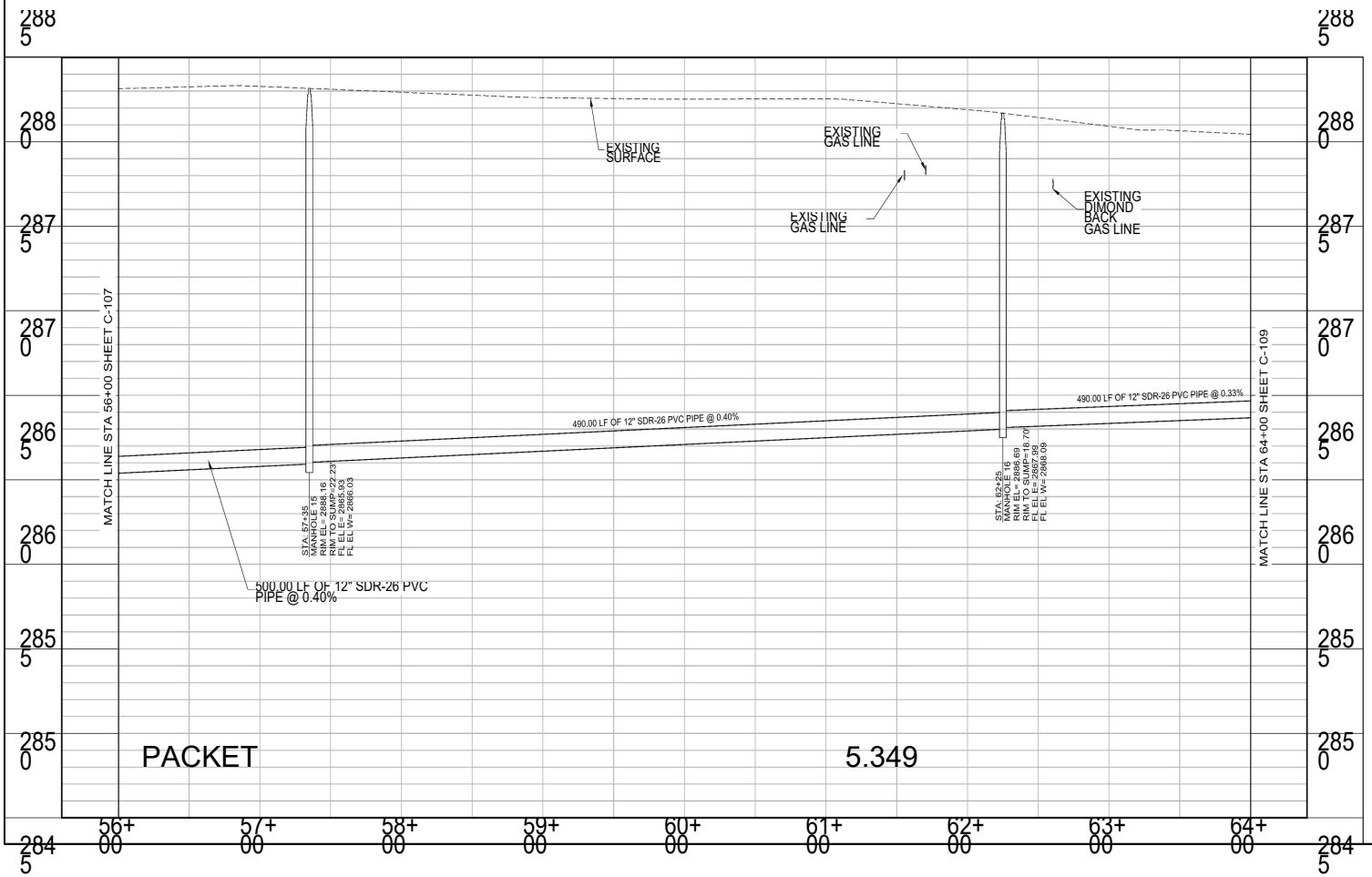
0 40' 80'

0 4' 8'

GENERAL NOTES

A. CONSTRUCTION TRAFFIC OVER CITY OF MIDLAND PIPELINES SHALL BE LIMITED TO LIGHT TRAFFIC UNLESS PIPELINE PROTECTION IS PROVIDED.

B. EXISTING UTILITIES TO BE CROSSED, CONTRACTOR SHALL SUPPORT ALL UTILITIES TO THE SATISFACTION OF THE UTILITY OWNER PRIOR TO FINAL EXCAVATIONS FOR WASTEWATER MAIN INSTALLATION.



PACKET 5.349

May 23, 2023

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Parkhill

PARKHILL, SMITH & COOPER, INC. STATE OF TEXAS KEVIN W. KRUEGER 81799 LICENSED PROFESSIONAL ENGINEER
03/17/2023

City of Midland
SH-191 Wastewater Main Extention

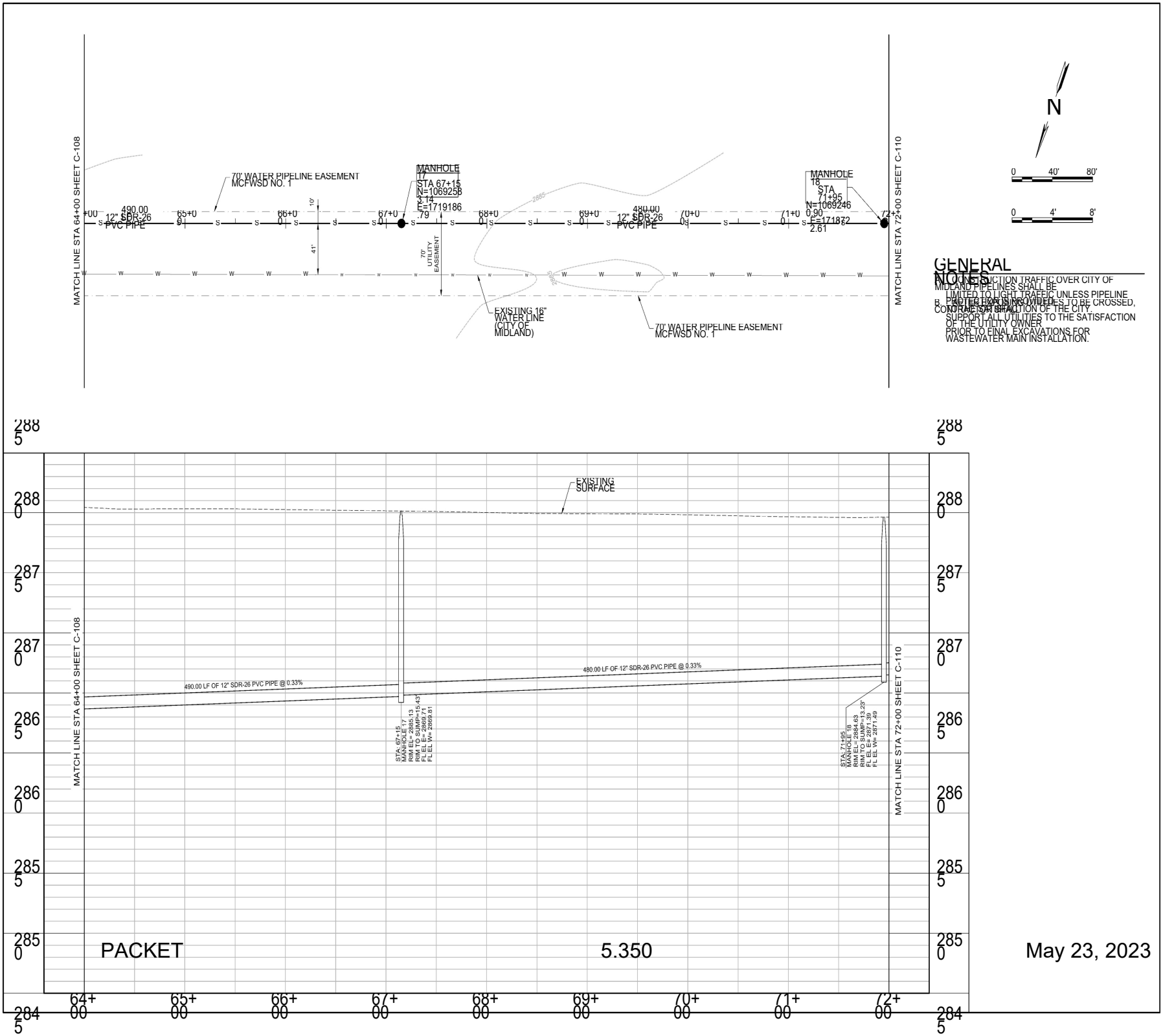
MIDLAND Feel the Energy!

CLIENT
City of Midland
300 N. Loraine
Midland, TX 79701

PROJECT NO. 6131.42

#	DATE	DESCRIPTION
1	03/17/2023	Bid Set

Plan and Profile Sewer Line Sta 56+00 to Sta 64+00



Parkhill

KEVIN W. KRUEGER
8199
03/17/2023

City of Midland
SH-191 Wastewater Main Extention

MIDLAND
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CLIENT
City of Midland
300 N. Loraine
Midland, Texas 79701
PROJECT NO. 2
1 03/17/2023

Plan and Profile Sewer Line Sta 64+00 To Sta 72+00

C-109

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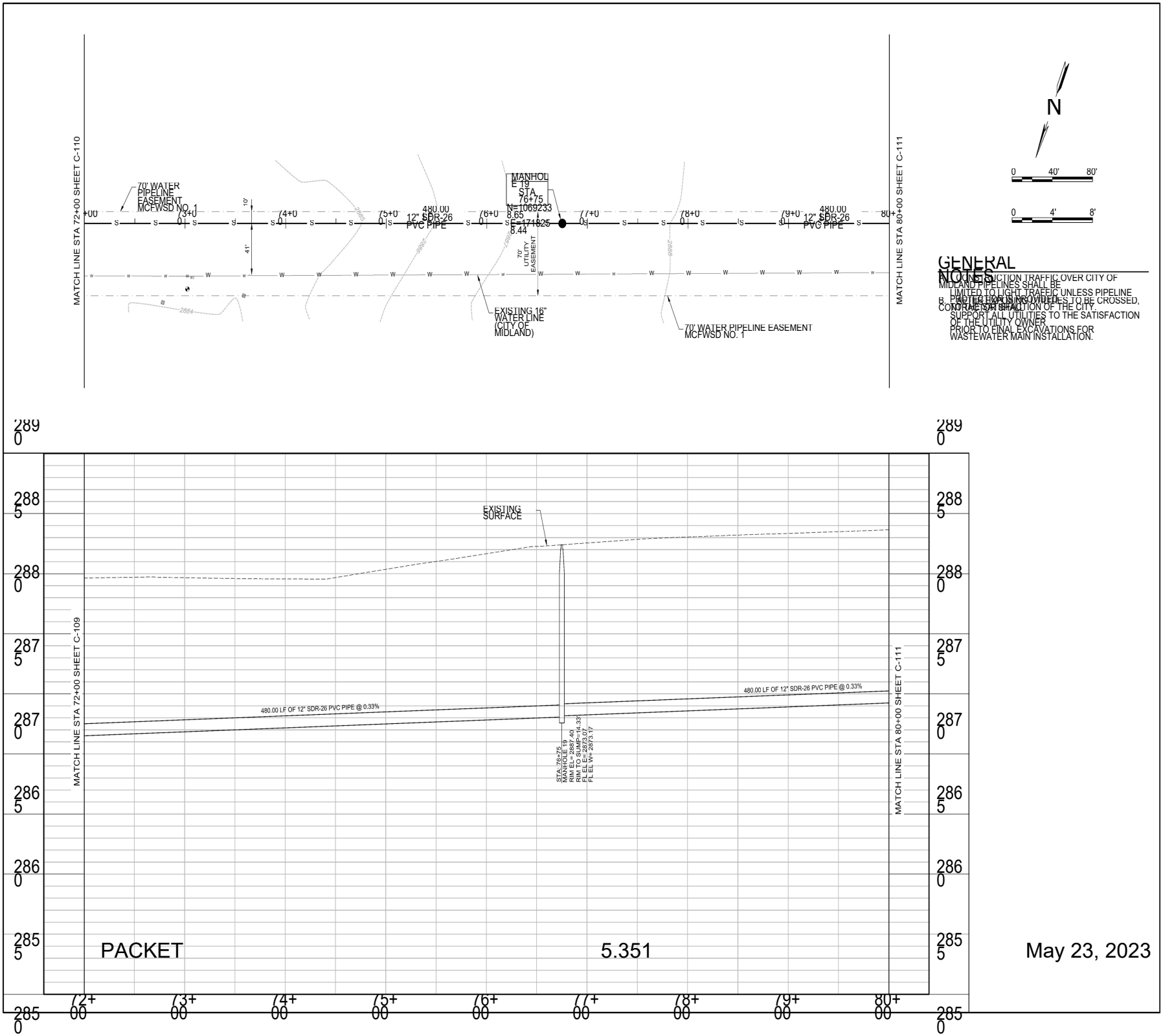

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KEVIN W. KRUEGER 8199 03/17/2023

City of Midland
SH-191 Wastewater Main Extention

MIDLAND
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CLIENT
City of Midland
300 N. Loraine
Midland, Texas 79701
PROJECT
Plan and Profile Sewer Line Sta 72+00 To Sta 80+00

1 03/17/2023

C-110

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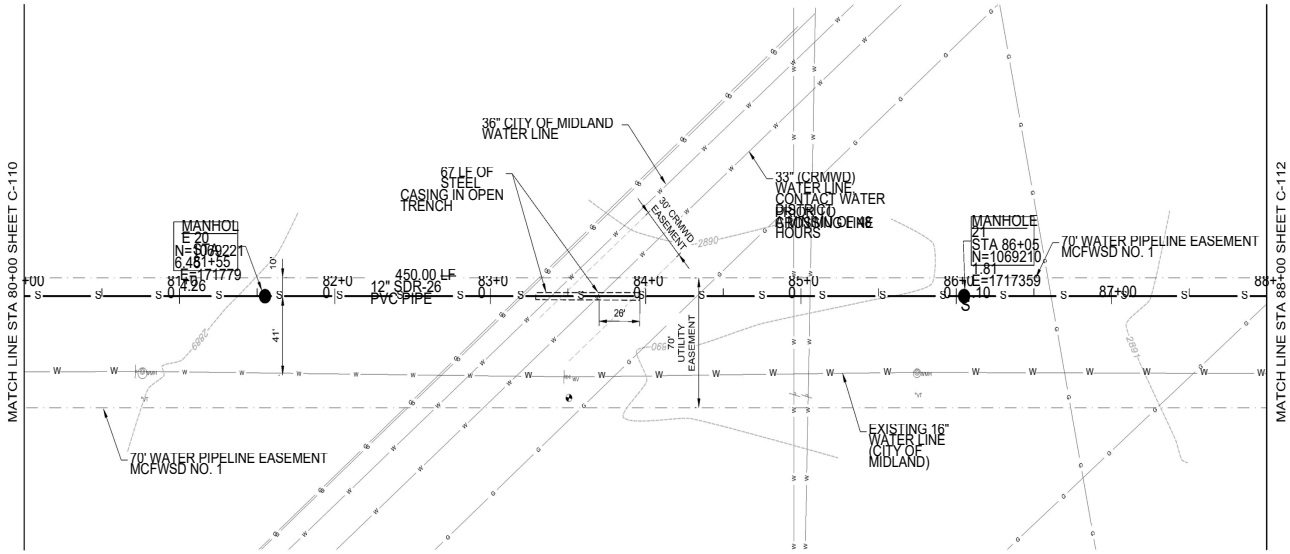
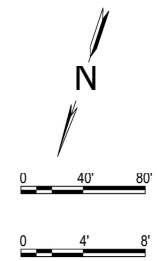




GENERAL NOTES

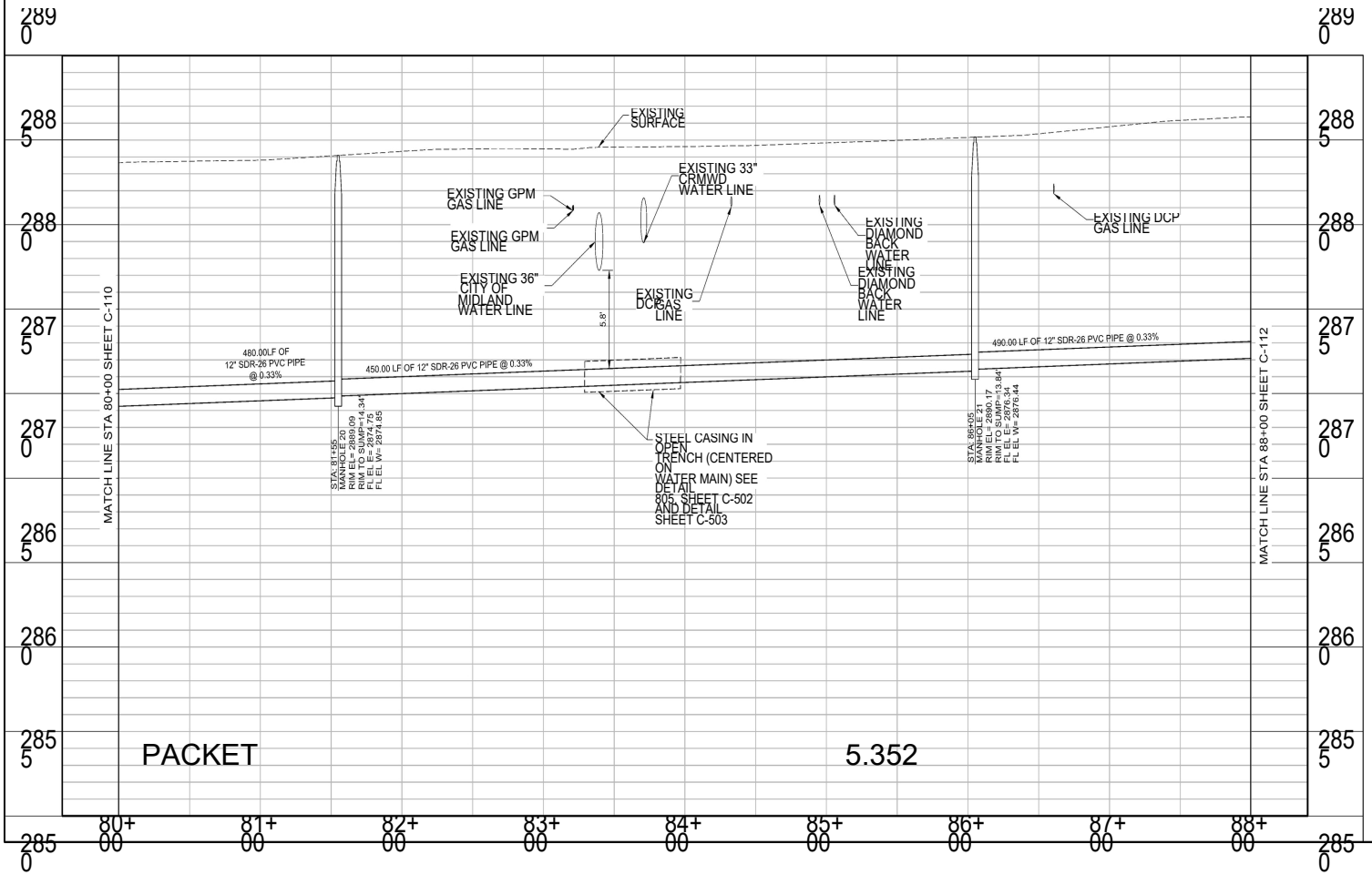
A. CONTRACTOR SHALL PROVIDE MINIMUM 10 WORKING DAYS NOTICE TO CITY OF MIDLAND AND CRMWD PRIOR TO START OF ANY WORK THAT WILL REDUCE THE UNDISTURBED SOIL ABOVE THE 36" AND 33" PIPELINES.

B. CONTRACTOR SHALL CREWS SHALL BE ON-SITE DURING EXCAVATIONS.

C. ALL UTILITIES TO BE CROSSED, CROSSING CITY OWNER PRIOR TO FINAL EXCAVATIONS FOR WASTEWATER MAIN INSTALLATION.

D. ABOVE CRMWD PIPELINES SHALL NOT BE USED WITH THE USE OF OBSTRUCTED TO LIGHT TRAFFIC UNLESS PIPELINE PROTECTION IS PROVIDED.

E. EQUIPMENT AND MATERIAL STORAGE IS PROHIBITED ON THE 30' FEET WIDE CRMWD EASEMENT.



May 23, 2023

Parkhill

KEVIN W. KRUEGER 8199 03/17/2023

City of Midland
SH-191 Wastewater Main Extention

MIDLAND
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CLIENT
City of Midland
300 N. Loraine
Midland, Texas 79701
PROJECT
6131.2

1 03/17/2023

Plan and Profile Sewer Line Sta 80+00 To Sta 88+00

C-111

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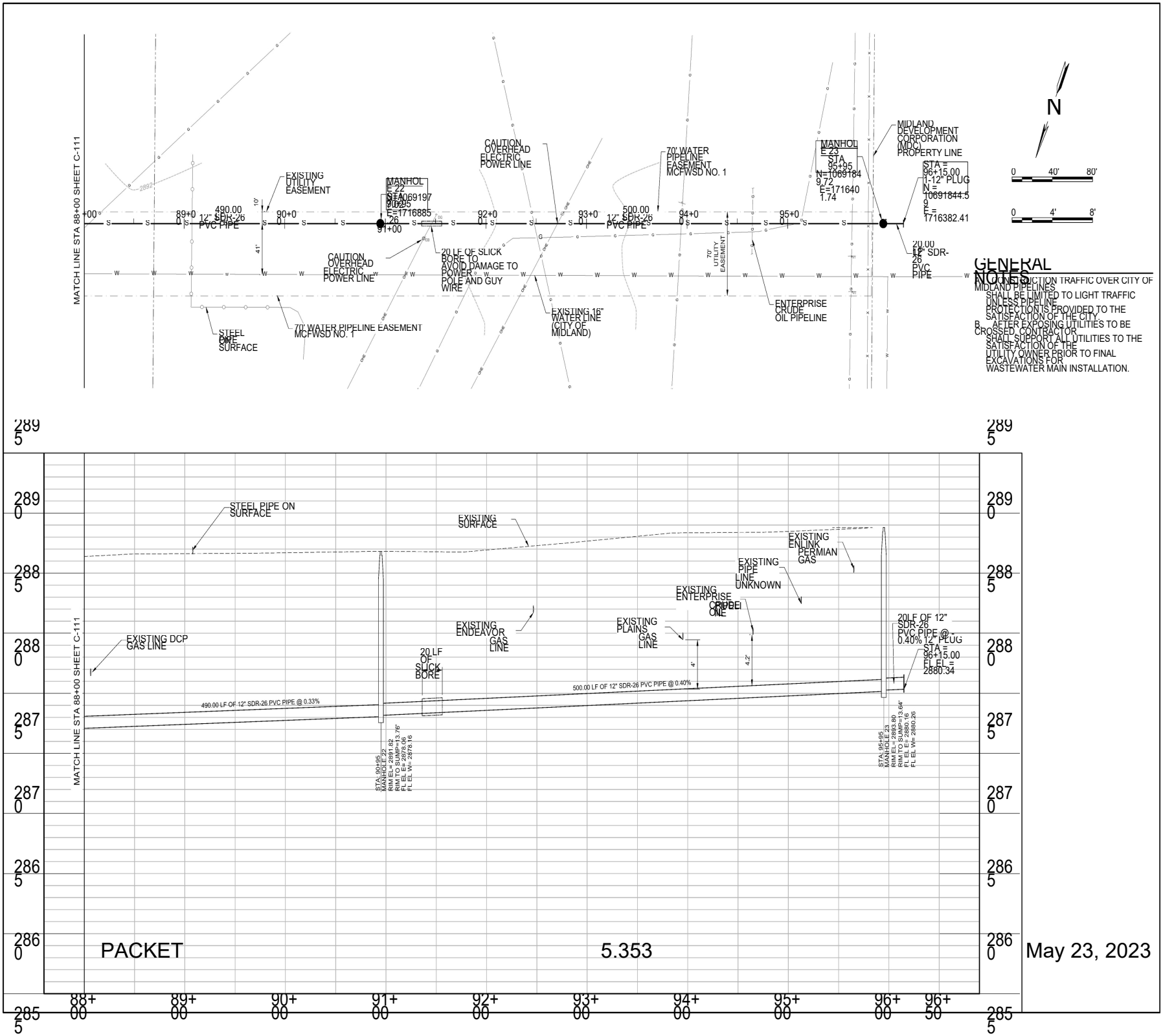

GENERAL NOTES

A. CONSTRUCTION TRAFFIC OVER CITY OF MIDLAND PIPELINES SHALL BE LIMITED TO LIGHT TRAFFIC UNLESS PIPELINE PROTECTION IS PROVIDED TO THE SATISFACTION OF THE CITY.

B. AFTER EXPOSING UTILITIES TO BE CROSSED, CONTRACTOR SHALL SUPPORT ALL UTILITIES TO THE SATISFACTION OF THE UTILITY OWNER PRIOR TO FINAL EXCAVATIONS FOR WASTEWATER MAIN INSTALLATION.

Parkhill

KEVIN W. KRUEGER 8199 PROFESSIONAL ENGINEER 03/17/2023

City of Midland
SH-191 Wastewater Main Extention

MIDLAND Feel the Energy!

CLIENT
City of Midland
300 N. Loraine
Midland, TX 79701
Tel: 432-685-7495
PROJECT NO. 6131.22

#	DATE	DESCRIPTION
1	03/17/2023	Bid Set

Plan and Profile Sewer Line Sta 88+00 to Sta 96+15.03

C-112

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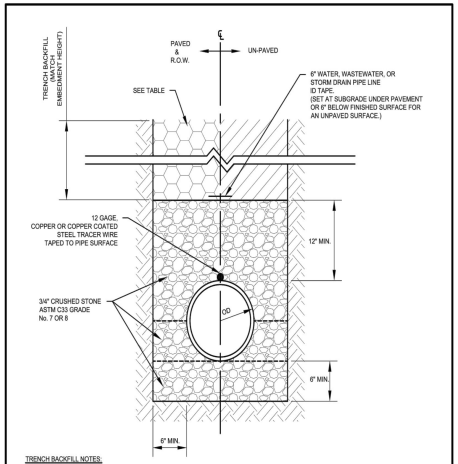
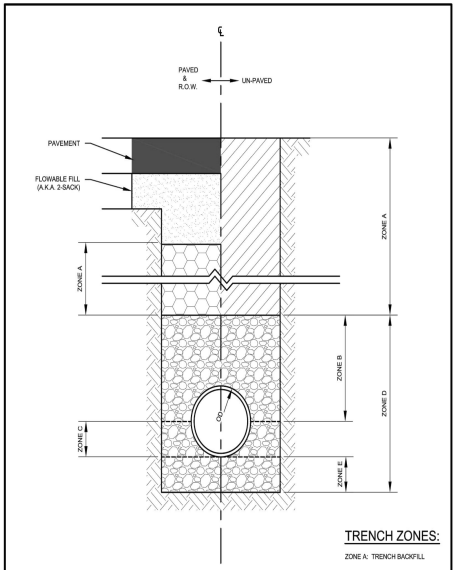


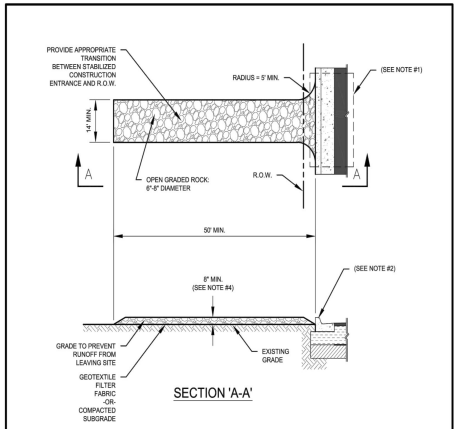
TRENCH BACKFILL NOTES:

1. APPLIES TO ALL PIPE TYPES. (DUCTILE IRON, PVC, ETC.)
2. UTILIZE SELECT FILL BACKFILL BENEATH ALL PAVED SURFACES. NATIVE MATERIAL BACKFILL CAN ONLY BE USER FOR UNPAVED TRENCH CONDITIONS IF BACKFILL MATERIAL IS ≤ 30LL AND ≤ 15 PI.
3. NATIVE MATERIAL TO BE EXISTING EXCAVATED SOIL FROM TRENCH WITH ALL MATERIAL BROKEN DOWN ≤ 2".
4. MOISTURE CONDITION ALL BACKFILL MATERIAL PRIOR TO PLACING IN TRENCH.
5. PLACE TRENCH BACKFILL MATERIAL IN MAXIMUM 12" LOOSE LIFTS AND COMPACT TO MAXIMUM 8" COMPACTED LIFTS.
6. REFER TO CITY DETAILS 311 AND 312 FOR TRENCH PAVEMENT REPLACEMENT REQUIREMENTS.
7. PLACE LAYERS B, C, AND E FOUND ON CITY DETAIL 310(B) AS SEPARATE LAYERS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	TRENCHING AND BEDDING		310(A)



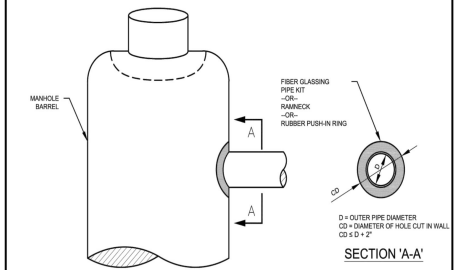
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	TRENCHING AND BEDDING		310(B)



NOTES:

1. IF CURB DOES NOT EXIST OR IF EXISTING CURB IS REMOVED DURING CONSTRUCTION THEN STABILIZED CONSTRUCTION ENTRANCE IS TO EXTEND TO THE EDGE OF PAVEMENT.
2. IF CURB IS LEFT IN PLACE DURING CONSTRUCTION THEN INSTALL TEMPORARY CURB PROTECTION AS PER CITY DETAIL 713.
3. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN FIFTY (50) FEET.
4. THICKNESS OF OPEN GRADED ROCK TO BE NO LESS THAN EIGHT (8) INCHES.
5. WIDTH SHALL BE NO LESS THAN FOURTEEN (14) FEET OR THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS, WHICHEVER IS WIDER.
6. STABILIZED CONSTRUCTION ENTRANCE TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

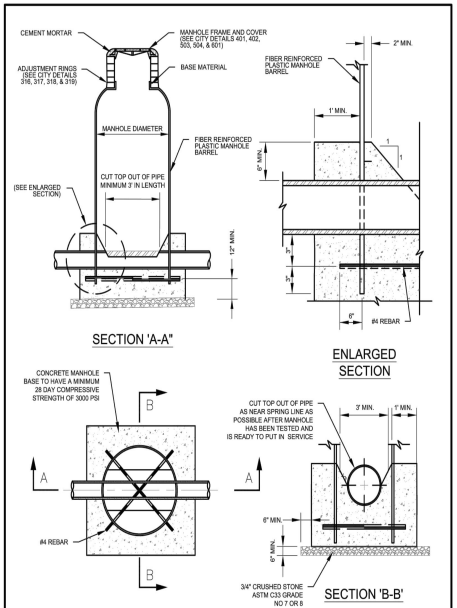
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	STABILIZED CONSTRUCTION ENTRANCE OPTION 1		701



NOTES:

1. THE DIAMETER OF THE CUTOUT IN THE MANHOLE BARREL IS TO BE NO MORE THAN 2.0" WIDER THAN THE OUTER WALL DIAMETER OF THE PENETRATING PIPE.
2. THE PENETRATING PIPE IS TO BE CENTERED IN THE MANHOLE BARREL CUTOUT.
3. PIPES PENETRATING MANHOLE MUST BE MINIMUM 6" DIAMETER, AND SERVICE LINES MUST BE CONSTRUCTED TO CITY WASTEWATER MAIN OR STORM DRAIN STANDARDS WITHIN PUBLIC RIGHT OF WAY OR EASEMENT.
4. FORM FLOW SURFACE AND MOUND CONCRETE AROUND PIPE PENETRATIONS, TO FORM A SEAL, IN ONE CONTINUOUS PLACEMENT OPERATION.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	TYPICAL FIBERGLASS MANHOLE PIPE PENETRATION		314



DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	TYPICAL FIBERGLASS MANHOLE		313(A)

NOTES:

1. 48" DIAMETER MANHOLES TO BE USED FOR PIPE DIAMETERS OF 24" OR SMALLER ONLY.
2. INSTALL DROPS AND INTERSECTING PIPES ONLY WHEN CALLED FOR IN CONSTRUCTION DRAWINGS.
3. SET MANHOLE FRAME IN SEALANT PER CITY OF MIDLAND STANDARD SPECIFICATIONS.
4. NEW MANHOLE TO HAVE SEAMLESS AND CONTINUOUS NECK, SHOULDER, AND BARREL.
5. ALL CONCRETE TO BE CLASS "A" CONCRETE.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	TYPICAL FIBERGLASS MANHOLE		313(B)

PACKET 5,354

May 23, 2023

Parkhill

KEVIN W. KRUEGER 6799 03/17/2023

City of Midland
SH-191 Wastewater Main Extention

MIDLAND Feel the Energy!

CLIENT
City of Midland
300 N. Loraine
Midland, TX 79701

PROJECT NO. 3153.2

#	DATE	DESCRIPTION
1	03/17/2023	Re-Set

Miscellaneous Sewer Details

C-501

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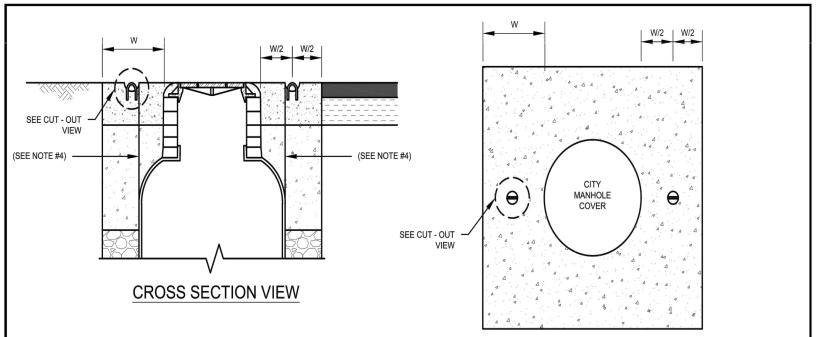
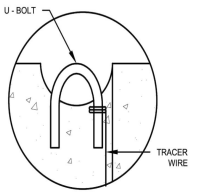
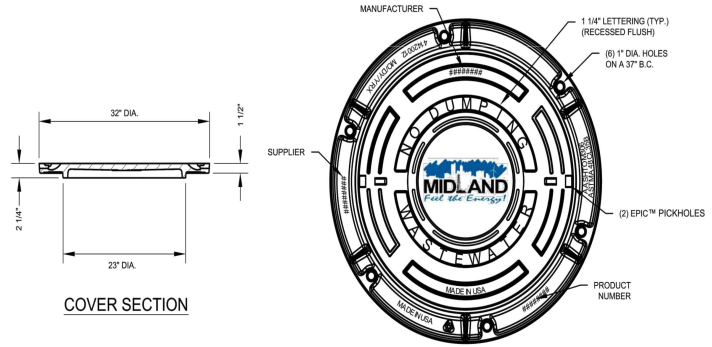


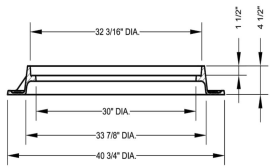


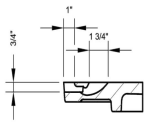
NOTES:

1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGUARDING MANHOLES, COVERS, CONCRETE RINGS, ETC.
2. U - BOLT IS TO BE GALVANIZED STEEL RATED FOR OUDOOR EXPOSURE, 1.0" DIAMETER.
3. U - BOLT IS TO BE SET FLUSH WITH FINISHED SURFACE OF CONCRETE RING. THERE IS TO BE A SMALL DEPRESSION IN THE CONCRETE SUFFICIENT TO ALLOW A CLAMP OR WIRE TO BE PLACED AROUND THE EXPOSED METAL.
4. TRACER WIRE PER DETAIL 310(A) TO BE TAPED TO SIDE OF MANHOLE AND WRAPPED SECURELY TO END OF U-BOLT WHEN INSTALLED. TRACER WIRE IS TO REMAIN ENTIRELY COVERED.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
MANHOLE DETECTOR WIRE END			DETAIL: 321





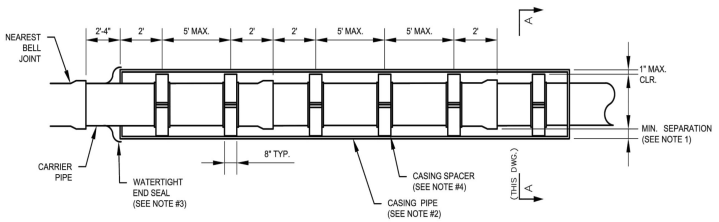


NOTES:

1. MANHOLE COVERS TO BE CAST WITH THE FOLLOWING:
   "NO DUMPING"
   CITY OF MIDLAND LOGO
   "WASTEWATER"

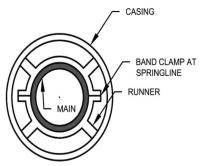
   EAST JORDAN V1420Z1/V1430A ASSEMBLY OR APPROVED EQUAL
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
TYPICAL WASTEWATER MANHOLE COVER			DETAIL: 503

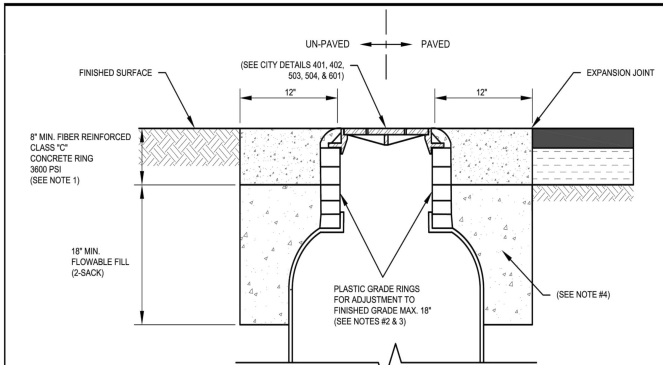


NOTES:

1. CASING PIPE TO BE MINIMUM TWO (2) NOMINAL SIZES LARGER IN DIAMETER THAN CARRIER PIPE.
2. CASING PIPE TO BE NO LESS THAN 12" DIAMETER PIPE. 12"-16" DIAMETER CASING PIPE MAY BE STEEL OR PVC PIPE. CASING PIPE LARGER THAN 16" DIAMETER MUST BE STEEL PIPE. STEEL CASING PIPE TO BE MINIMUM 1/4" WALL THICKNESS. PVC CASING PIPE TO BE SDR-26 D2241 OR C-900.
3. CASING PIPE TO BE STEEL OR PVC.
4. WATER TIGHT END SEAL TO BE GROUT OR APPROVED MANUFACTURED SEAL.
5. CASING SPACERS TO BE HDPE OR APPROVED EQUAL, MINIMUM FOUR (4) EQUALLY SPACED RUNNERS, WITH BAND CLAMP JOINT LOCATED AT SPRINGLINE. SPACERS FOR CASING PIPE LARGER THAN 24" DIAMETER REQUIRE MINIMUM SIX (6) EQUALLY SPACED RUNNERS.
6. CASING INSTALLED IN OPEN TRENCH IS TO BE BACKFILLED PER CURRENT CITY STANDARDS FOR AN UN-ENCASED MAIN.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
TYPICAL PIPE CASING DETAIL			DETAIL: 805



NOTES:

1. INSTALL 12" MIN. FIBER REINFORCED CLASS "C" CONCRETE RING,3600 PSI, WHEN MANHOLE IS LOCATED IN AN ARTERIAL R.O.W.
2. GRADE RINGS TO MEET ASTM STANDARD A48 AND TO BE 2", 4", OR 6" THICKNESS AS REQUIRED. INSTALL ASPHALT TAR IN THICK, UNIFORM COATING OVER ALL OUTER ADJUSTMENT RING SURFACES AND JOINTS.
3. ENGINEERING SERVICES REPRESENTATIVE AND UTILITY SERVICES REPRESENTATIVE MAY ALLOW GREATER ADJUSTMENT RING DEPTH TO ACCOMMODATE PAVING STRUCTURES.
4. REMOVE ALL MATERIAL EXCAVATED FROM SITE AND EXCAVATION, AND FILL TO FINISHED BASE ELEVATION WITH FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT).
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
NEW MANHOLE ADJUSTMENT			DETAIL: 316

PACKET 5.356 May 23, 2023

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Parkhill

PARKHILL, SMITH & COOPER, INC. STATE OF TEXAS KEVIN W. KRUEGER 81799 LICENSED PROFESSIONAL ENGINEER 03/17/2023

City of Midland
SH-191 Wastewater Main Extention

MIDLAND Feel the Energy!

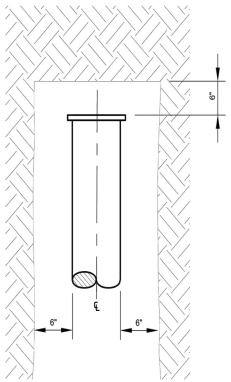
CLIENT
City of Midland
300 N. Loraine
Midland, TX 79701

PROJECT
6131.22

#	BY	DESCRIPTION
1	03/17/2023	Set

Miscellaneous Sewer Details

C-502

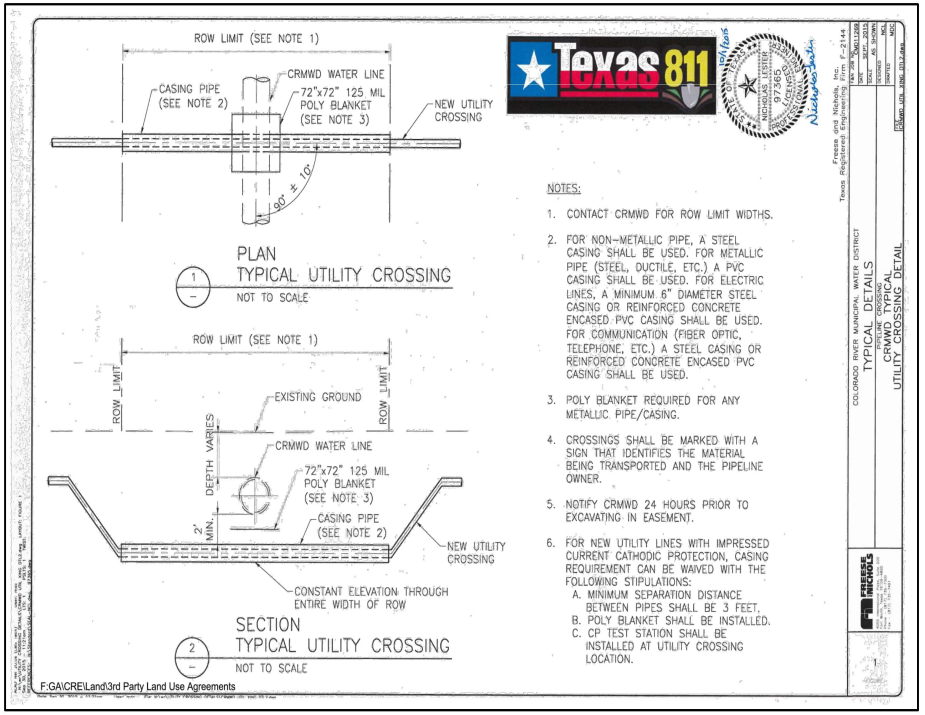


PLUG BLOCKING

NOTES:

1. PLUG ALL WASTEWATER MAIN AND STORM DRAIN STUB OUTS. SECURE PLASTIC PLUG TO END OF STORM DRAIN.
2. FITTINGS TO BE POLY WRAPPED BEFORE BACKFILLING.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 315
	GRAVITY MAIN PLUG			



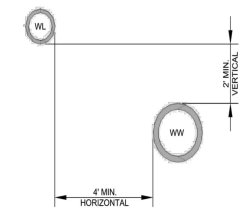
Texas 811

NOTES:

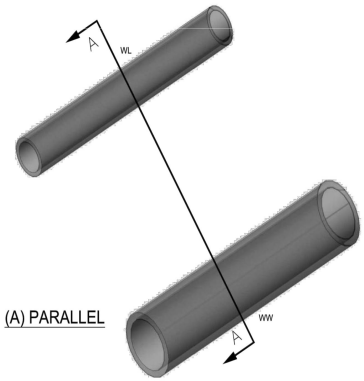
1. CONTACT CRMWD FOR ROW LIMIT WIDTHS.
2. FOR NON-METALLIC PIPE, A STEEL CASING SHALL BE USED. FOR METALLIC PIPE (STEEL, DUCTILE, ETC.) A PVC CASING SHALL BE USED. FOR ELECTRIC LINES, A MINIMUM 6" DIAMETER STEEL CASING OR REINFORCED CONCRETE ENCASED PVC CASING SHALL BE USED. FOR COMMUNICATION (FIBER OPTIC, TELEPHONE, ETC.) A STEEL CASING OR REINFORCED CONCRETE ENCASED PVC CASING SHALL BE USED.
3. POLY BLANKET REQUIRED FOR ANY METALLIC PIPE/CASING.
4. CROSSINGS SHALL BE MARKED WITH A SIGN THAT IDENTIFIES THE MATERIAL BEING TRANSPORTED AND THE PIPELINE OWNER.
5. NOTIFY CRMWD 24 HOURS PRIOR TO EXCAVATING IN EASEMENT.
6. FOR NEW UTILITY LINES WITH IMPRESSED CURRENT CATHODIC PROTECTION, CASING REQUIREMENT CAN BE WAIVED WITH THE FOLLOWING STIPULATIONS:
   A. MINIMUM SEPARATION DISTANCE BETWEEN PIPES SHALL BE 3 FEET.
   B. POLY BLANKET SHALL BE INSTALLED.
   C. CP TEST STATION SHALL BE INSTALLED AT UTILITY CROSSING LOCATION.

COLORADO RIVER MUNICIPAL WATER DISTRICT
TYPICAL DETAILS
PIPELINE CROSSING
CRMWD TYPICAL UTILITY CROSSING DETAIL

Freese and Nichols, Inc. Texas Registered Engineering Firm F-2144



SECTION 'A-A'



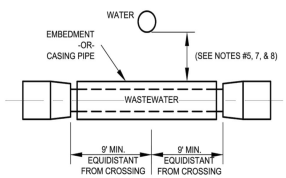
(A) PARALLEL

NOTES:

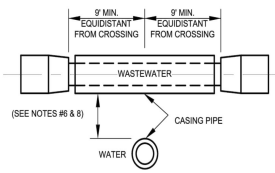
1. SEE CITY DETAIL 807 FOR NEW PETROLEUM OR NATURAL GAS LINE REQUIREMENTS WHEN IN PARALLEL WITH A WATER MAIN. REQUIREMENTS FOR WATER MAINS IN PARALLEL WITH PETROLEUM OR NATURAL GAS LINES ARE THE SAME AS WHEN THEY ARE PARALLEL WITH WASTEWATER MAINS UNLESS STATED OTHERWISE IN CITY DETAIL 807.
2. IF AN EXISTING PETROLEUM OR NATURAL GAS LINE PREDATES A PUBLIC ROW OR EASEMENT THAT THE WATER MAIN IS LOCATED IN THEN THE WATER MAIN DESIGN AND CONSTRUCTION MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS AS PER THE PETROLEUM OR NATURAL GAS LINE OWNER'S STANDARDS.
3. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. WHERE WATER MAINS ARE LOCATED IN PARALLEL WITH NEW WASTEWATER MAINS, WASTEWATER MAINS MUST BE CONSTRUCTED AT LEAST 150 PSI PRESSURE CLASS, CORROSION RESISTANT, NON-BRITTLE PIPE SUCH AS CIP, DIP, OR PVC PIPE THAT IS DESIGNED TO SEAL AT ATMOSPHERIC PRESSURE. EXISTING WASTEWATER MAINS IN PARALLEL THAT ARE LEAKING OR ARE DISTURBED AND THEN BEGIN TO LEAK MUST BE REPLACED WITH 150 PSI PRESSURE-RATED PIPE.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 306
	PARALLEL WATER & WASTEWATER SPACING			

NEW WASTEWATER UNDER WATER



NEW WASTEWATER OVER WATER



NOTES:

1. SEE CITY DETAIL 307 FOR NEW WATER MAIN REQUIREMENTS AT WASTEWATER MAIN CROSSINGS.
2. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
3. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. CENTER NEW WASTEWATER MAIN PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUIDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. WASTEWATER MAIN IS TO CROSS WATER MAIN AT 90° ANGLE.
5. NEW WASTEWATER MAIN CROSSING BENEATH NEW OR EXISTING WATER MUST COMPLY WITH ONE OF THE FOLLOWING:
   A. WASTEWATER MAIN PIPE TO BE PRESSURE RATED SDR-26 D2241 PIPE OR APPROVED EQUAL FROM MANHOLE TO MANHOLE WITH MINIMUM 18.0' LONG CEMENT STABILIZED SAND ENCASEMENT (2.5 SACKS/CUBIC YARD) CENTERED ON THE CROSSING. VERTICAL SEPARATION FROM OUTER EDGE OF WATER MAIN TO BE NO LESS THAN 2.0'.
   B. WASTEWATER MAIN PIPE TO BE HEAVY-WALL GRAVITY PIPE SDR-26 D3034 OR APPROVED EQUAL FROM MANHOLE TO MANHOLE WITH MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING. VERTICAL SEPARATION FROM OUTER EDGE OF WATER MAIN TO BE NO LESS THAN 0.5'.
6. NEW WASTEWATER MAIN CROSSING OVER NEW OR EXISTING WATER MAIN TO BE PRESSURE RATED SDR-26 D2241 PIPE OR APPROVED EQUAL FROM MANHOLE TO MANHOLE WITH MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING. VERTICAL SEPARATION FROM OUTER EDGE OF WATER MAIN TO BE NO LESS THAN 2.0'.
7. NEW WATER MAINS CROSSING OVER EXISTING WASTEWATER MAINS ARE COVERED IN CITY DETAIL 307.
8. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS.
9. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
10. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 309
	NEW WASTEWATER MAIN CROSSING WATER MAIN			

Parkhill

KEVIN W. KRUEGER 81995 03/17/2023

City of Midland
SH-191 Wastewater Main Extention

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City of Midland
300 N. Loraine
Midland, TX 79701

#	DATE	DESCRIPTION
1	03/17/2023	Set

Miscellaneous Sewer Details

C-503

PACKET 5,356 May 23, 2023

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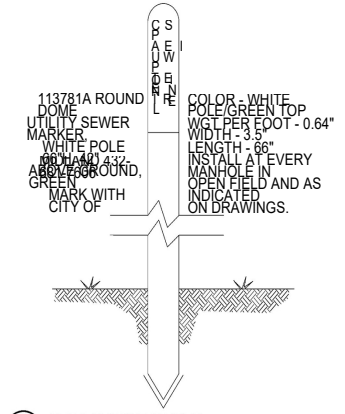
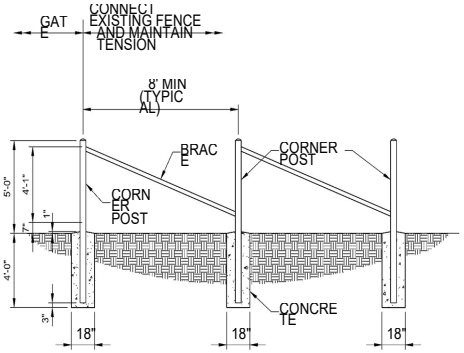
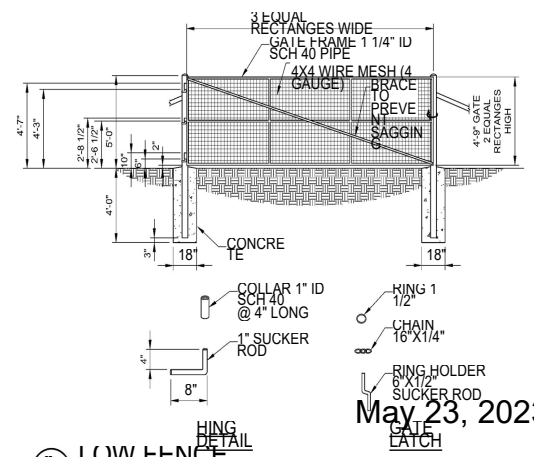


C5 UTILITY SIGN MARKER
NO SCALE



GENERAL NOTES:
1. ALL CORNERS ARE TO BE CONSTRUCTED WITH NEW PIPE ONLY.
2. ALL POSTS ARE 4 1/2 OD SCH 40 PIPE WITH STEEL CAP.
3. ALL BRACES ARE 2 7/8 OD SCH 40 PIPE.
4. ALL POSTS ARE SET IN CONCRETE MIN. 3,000 PSI. ALL CONCRETE USED MIXED AND EXISTING FENCE PRIOR TO CUTTING OUT FOR MAGAZINE CONTAINERS THEN PLACED.
5. CONCRETE USED MIXED AND EXISTING FENCE PRIOR TO CUTTING OUT FOR MAGAZINE CONTAINERS THEN PLACED.
DETAIL SHALL BE USED AT BOTH ENDS OF CUT.

A3 LOW FENCE GATE & FENCE CUT SUPPORT DETAIL
NO SCALE



A4 LOW FENCE GATE DETAIL
NO SCALE

PACKET

May 23, 2023

Parkhill

KEVIN W. KRUEGER
8199
03/17/2023

City of Midland
SH-191 Wastewater Main Extention

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City of Midland
300 N. Loraine
Midland, Texas 79701
PROJECT
Pd.2
6131.2

1 03/17/2023
Bid Set

#	DATE	DESCRIPTION

Miscellaneous Details

C-504

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017-2023 APPROVED

City Council Meeting

Item Number: 16

Meeting Date: March 28, 2023

To: City Council / City Manager

From: Tina Jauz, Assistant City Manager

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

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on March 6, 2023, the execution of an economic development agreement with the City of Midland for the State Highway 191 wastewater main extension project.

Recommended City Council Action:

Approve

Fiscal Impact:

$3,240,000.00

Discussion:

This agreement provides for the MDC to reimburse the City for the construction of 2 miles of 12" wastewater main extension from SH 158 to the MDC's property on SH 191. The authorized amount of $3.24M is based on the opinion of probable cost of $2.7M plus 20% contingency. The MDC will reimburse the amount of the contract.

Robert Patrick

City Manager's Office

ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the **MIDLAND DEVELOPMENT CORPORATION** ("*MDC*"), an Economic Development Corporation existing under the authority of Chapter 504 of the Texas Local Government Code, and the **CITY OF MIDLAND, TEXAS** ("*City*"), a home-rule municipal corporation.

I.
Recitals

A. MDC and City desire to set forth the terms and conditions upon which an amount not to exceed Three Million Two Hundred Forty Thousand and No/100 Dollars ($3,240,000.00) in incentive funds will be provided to City as consideration for its construction of a wastewater main extension along State Highway 191 (the "*Project*").

B. The Project will facilitate commercial and industrial development in the City of Midland.

C. The MDC Board of Directors (the "*Board*") and the City Council of the City of Midland, Texas (the "*Council*") find that the purpose of this Agreement qualifies as an infrastructure improvement project under Section 501.103 of the Texas Local Government Code, and is therefore eligible for MDC funding.

D. The Board and the Council find that the Project and expenditures therefor are required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises within the City of Midland.

E. The Board and the Council find that this Agreement does not constitute a direct incentive to or expenditure on behalf of a business enterprise as described in Tex. Loc. Gov't Code § 501.158.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MDC and City hereby agree as follows:

II.
MDC Funding

A. **Construction Funds.** Within five (5) days after receiving written notice from City that the City has entered into a contract with a third party for construction of the Project, the MDC shall provide to the City incentive funds for the City's financial obligations under such contract. It is expressly understood that the construction funds shall not exceed a total of Three Million Two Hundred Forty Thousand and No/100 Dollars ($3,240,000.00). If the contract price is less than the aforementioned amount, the MDC shall only provide the City with funding in an amount equal to the contract price. Any excess amount will remain with the MDC. MDC agrees to forgive repayment of the Funds if the conditions contained in Section III are met.

III.
Obligations of City

A. **The Project.** City agrees to engage in (or provide for) the construction of the Project. A depiction of the Project scope is contained in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

B. **Completion.** Upon completion of the Project, City shall certify such to MDC in accordance with Section VII.B.

C. **Repayment of Construction Funds.** If City fails to complete for provide for the completion of the Project by December 31, 2027 (the "*Construction Completion Date*"), then City agrees to repay all unused Construction Funds to MDC. Any repayable Construction Funds shall be repaid, without interest, within thirty (30) days following City's receipt of written notice from MDC that any portion of the unused Construction Funds are due to be repaid pursuant to this Section.

D. **Extensions.** The Project Completion Date set forth herein may be extended upon a written request from City to MDC for an extension of the time allowed to complete the dates' respective tasks required by this Agreement, and MDC providing to City written approval of such request.

IV.
Term

Upon execution by the parties, this Agreement becomes effective on March 29, 2023 (the "*Effective Date*"), and shall terminate when the requirements set forth in Sections II and III are completed, or when terminated by mutual agreement of the parties, or when terminated

as hereinafter provided.

V.
Law

The parties are aware of statutory limitations on the Funds and the use of the Funds under Chapters 501 and 504 of the Texas Local Government Code, and the parties acknowledge that the Funds herein granted or guaranteed shall be utilized solely for purposes authorized under that law and by the terms of this Agreement.

VI.
Documents

Prior to any payment by MDC, City shall deliver to MDC an executed copy of this Agreement.

VII.
Special Conditions

A. **Financial Commitment.** Notwithstanding any provision hereof which might be interpreted otherwise, MDC's total financial commitment during the term of this Agreement shall not exceed Three Million Two Hundred Forty Thousand and No/100 Dollars ($3,240,000.00) in the aggregate.

B. **Certification.** As to any certification required under this Agreement, City shall provide a letter from the City Manager. E-mail is an acceptable form of certification under this Agreement.

C. **Payments.** Payments to be made to City under Section II shall be made upon a written request from City and completion of all necessary supporting documentation. The payment request and documentation should be directed to MDC Executive Director, 200 North Loraine Street, Suite 610, Midland, Texas 79701.

VIII.
General Terms

A. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without

a written agreement of the parties.

B. **No Third-Party Beneficiary.** The parties' approval of the Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

C. **Legal Relationship.** The parties are not, and shall not be considered as, joint venturers, partners, or agents of each other; and neither shall have the power to bind nor obligate the other, except as set forth in this Agreement. The parties agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another. It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing any partnership, joint venture, or agency between MDC and City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability.

D. **Terminations.** This Agreement may be terminated by mutual agreement of the parties or by either party, upon the failure of the other party to fulfill an obligation as set forth herein if the default is not cured within thirty (30) days after written notice from the other party.

E. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

F. **Venue.** The obligations of the parties to this Agreement are deemed to have been performed in Midland County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Midland County, Texas. All payments under this Agreement are deemed to have taken place in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have been performed in Midland County, Texas.

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

H. **Law.** This Agreement is subject to all applicable state and federal laws, and the

parties agrees that they will comply in all material respects with all such applicable laws, regulations, orders and rules of the State of Texas and other such governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

I. **Assignment.** This Agreement shall be binding upon the parties hereto and their successors and assigns. This Agreement may not be assigned by City without the prior written consent of MDC.

J. **Notices.** All notices to either party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such party at the addresses shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either party hereto may change the address below by sending written notice of such change to the other in the manner provided herein.

If to MDC:	**If to City:**
MDC Executive Director 200 N. Loraine St., Suite 610 Midland, Texas 79701	City Manager City of Midland P.O. Box 1152 Midland, Texas 79702

K. **Amendment.** This Agreement may be amended by written instrument executed by both parties expressly stating the intention to amend this Agreement.

L. **Payments.** All payments to either party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such party at the addresses shown below. All payments shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either party hereto may change the address below by sending written notice of such change to the other in the manner provided herein.

If to MDC:	**If to City:**
MDC Executive Director 200 N. Loraine St., Suite 610 Midland, Texas 79701	City Manager City of Midland P.O. Box 1152 Midland, Texas 79702

M. MDC and City hereby agree and acknowledge that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged by the parties.

N. This Agreement shall not be effective until approved by the Council.

[Signature Pages Follow]

IN WITNESS WHEREOF, MDC and City have executed this Agreement on the _____day of _____, 2023.

MIDLAND DEVELOPMENT CORPORATION

_____
Chase Gardaphe, Chairman

ATTEST:

_____
Jill Pennington, Secretary

CITY OF MIDLAND, TEXAS

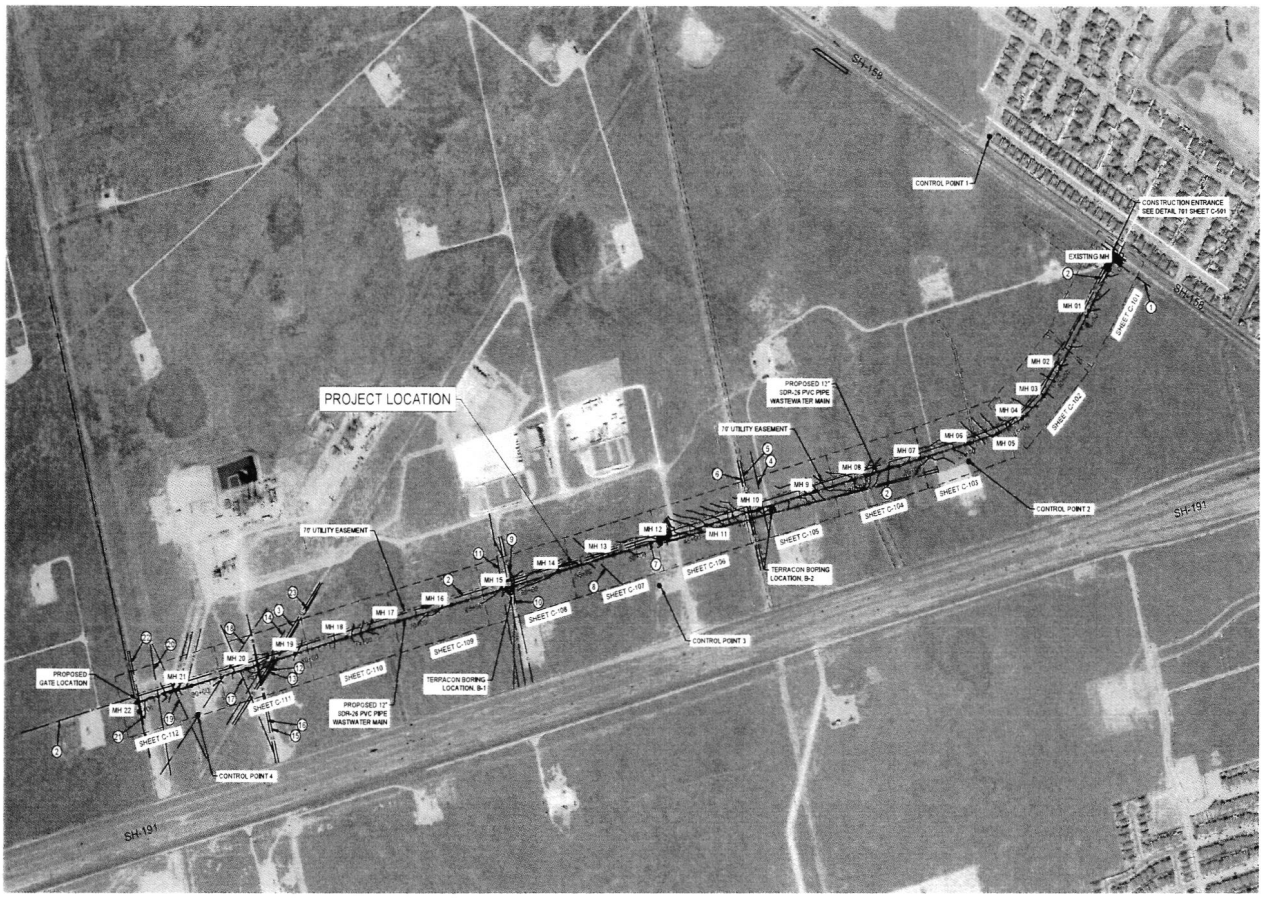
_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley German, City Secretary



EXISTING UTILITIES LEGEND

1. 30" CITY OF MIDLAND WATER MAIN
2. 16" CITY OF MIDLAND WATER MAIN
3. 33" CRMWD WATER MAIN
4. FRONTIER MIDSTREAM GAS LINE
5. ONEOK GAS LINE
6. CONCHO GAS LINE
7. GAS LINE
8. GAS LINE
9. GAS LINE
10. GAS LINE
11. DIAMONDBACK GAS LINE
12. GPM GAS LINE
13. GPM GAS LINE
14. DCP GAS LINE
15. DIAMONDBACK WATER LINE
16. DIAMONDBACK WATER LINE
17. DCP GAS LINE
18. DCP GAS LINE
19. ENDEAVOR GAS LINE
20. PLAINS GAS LINE
21. GAS LINE
22. ENLINK PERMIAN GAS LINE
23. 36" CITY OF MIDLAND WATER LINE

SURVEY CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	10,696,058.88	1,723,932.75	2,858.25	1/2" IRON ROD WITH BLUE PLASTIC CAP "PSC CONTROL"
2	10,693,650.44	1,723,750.59	2,878.76	1/2" IRON ROD WITH BLUE PLASTIC CAP "PSC CONTROL"
3	10,692,760.83	1,721,023.06	2,889.20	1/2" IRON ROD WITH BLUE PLASTIC CAP "PSC CONTROL"
4	10,691,759.89	1,716,937.54	2,892.35	1/2" IRON ROD WITH BLUE PLASTIC CAP "PSC CONTROL"

TEXAS COORDINATE SYSTEM OF 1983 (NAD'83), TC 4203. ELEVATIONS ARE BASED ON NAVD'88.

Parkhill

THIS DOCUMENT IS RELEASED ON 12/14/2022 FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF KEVIN W. KRUEGER, P.E., TEXAS LICENSE #81997. IT IS NOT TO BE USED FOR REGULATORY APPROVAL, CONSTRUCTION, BIDDING OR PERMIT PURPOSES.
PARKHILL SMITH & COOPER, INC. F-560

Parkhill.com

City of Midland SH-191 Wastewater Main Extention

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CLIENT
City of Midland
300 N. Loraine
Midland, Texas
79701-4725
(432) 685-7100

PROJECT NO.
5131.22

#	DATE	DESCRIPTION
6	12-14-2022	Plan Set
5	11-29-2022	100% Final Review
4	10-26-2022	100% City Review
3	09-09-2022	90% Review
2	08-29-2022	60% Review
1	06-15-2022	30% Review

Project Location And Controls

G-002

City Council Meeting

Item Number: 6

Meeting Date: May 23, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION APPROVING THE SELECTION OF DUNAWAY ASSOCIATES, LLC, FREESE AND NICHOLS, INC., HALFF ASSOCIATES, INC., KIMLEY-HORN AND ASSOCIATES, INC., LANDGRAF, CRUTCHER & ASSOCIATES, INC., MAGRYM CONSULTING, INC., MAVERICK ENGINEERING, PARKHILL SMITH & COOPER, INC. DOING BUSINESS AS PARKHILL, TRANSYSTEMS CORPORATION DOING BUSINESS AS TRANSYSTEMS CORPORATION CONSULTANTS, AND WESTWOOD PROFESSIONAL SERVICES, INC. TO ASSIST THE ENGINEERING SERVICES DEPARTMENT BY PROVIDING PROFESSIONAL ENGINEERING SERVICES AND OTHER SERVICES IN CONNECTION THEREWITH ON AN AS-NEEDED BASIS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH EACH FIRM; PROVIDING THAT EACH AGREEMENT SHALL BE FOR A TERM NOT TO EXCEED TWO YEARS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF TASK ORDERS IN ACCORDANCE WITH SUCH AGREEMENTS; PROVIDING THAT THE PAYMENT FOR EACH TASK ORDER EXECUTED IN ACCORDANCE WITH SUCH AN AGREEMENT SHALL NOT EXCEED $200,000.00; PROVIDING THAT THE TOTAL COST TO THE CITY FOR ALL TASK ORDERS EXECUTED EACH YEAR IN ACCORDANCE WITH EACH AGREEMENT SHALL NOT EXCEED $750,000.00 PER AGREEMENT PER YEAR; AND AUTHORIZING PAYMENT (DISTRICT: ALL) (GENERAL SERVICES)**

Purpose:

Resolution selecting ten (10) engineering firms to provide on-call engineering professional services on an as needed basis for the Engineering Services Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required at this time.

Discussion:

Motion 012-2023 authorized the City Manager to advertise a request for qualifications for professional services for up to ten (10) firms to assist the Engineering Services Department by providing professional engineering services, architecture services and real estate appraising services on an as-needed basis for three (3) years. One hundred sixty-eight (168) request for qualifications were issued. We received twenty-one (21) statements of qualifications. Staff recommends selecting Dunaway Associates, LLC, Freese and Nichols, Inc., Halff Associates, Inc., Kimley-Horn and Associates, Inc., Landgraf, Crutcher & Associates, Inc., Magrym Consulting, Inc., Maverick Engineering, Parkhill Smith & Cooper, Inc. dba Parkhill, Transystems, and Westwood Professional Services, Inc. and entering into an agreement with each firm to provide these services. Please see the attached memo, from Jose Ortiz, Engineer Services Director, for additional information.

Tina Daugherty
City Manager's Office

INTEROFFICE MEMORANDUM

TO: Regina Stephenson, General Services Director

FROM: Jose Ortiz, Engineering Director

SUBJECT: Professional Services Contract for On-Call Engineering Contracts

DATE: May 12, 2023 **COUNCIL MEETING DATE:** May 23, 2023

Please carry a council agenda item to gain approval for us to enter into PSAs with Ten (10) firms to perform work for Engineering Services. The contracts will be task order style as used currently by us.

The ten firms, selected according to their qualifications are: 1) Dunaway Associates, LLC.; (2) Freese and Nichols, Inc.; (3) Halff Associates, Inc.; (4) Kimley-Horn and Associates, Inc.; (5) Landgraf, Crutcher & Associates, Inc.: (6) Magrym Consulting, Inc.: (7) Maverick Engineering; (8) Parkhill Smith & Cooper, Inc. dba Parkhill; (9) Transystems Corporation dba TranSystems Corporation Consultants; (10) Westwood Professional Services, Inc. (Firms listed in alphabetical order)

Each of the ten firms will be considered prequalified to enter into a task order contract as engineering work is needed by the City. Funds to pay the firms will be determined at the time of issuance of task order.

Please let me know if you have any questions.

cc: Bobby Wojciechowski
Gabriel McClelland
Erika Munoz
Natalie Burgard

RESOLUTION NO. _____

RESOLUTION APPROVING THE SELECTION OF DUNAWAY ASSOCIATES, LLC, FREESE AND NICHOLS, INC., HALFF ASSOCIATES, INC., KIMLEY-HORN AND ASSOCIATES, INC., LANDGRAF, CRUTCHER & ASSOCIATES, INC., MAGRYM CONSULTING, INC., MAVERICK ENGINEERING, PARKHILL SMITH & COOPER, INC. DOING BUSINESS AS PARKHILL, TRANSYSTEMS CORPORATION DOING BUSINESS AS TRANSYSTEMS CORPORATION CONSULTANTS, AND WESTWOOD PROFESSIONAL SERVICES, INC. TO ASSIST THE ENGINEERING SERVICES DEPARTMENT BY PROVIDING PROFESSIONAL ENGINEERING SERVICES AND OTHER SERVICES IN CONNECTION THEREWITH ON AN AS-NEEDED BASIS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH EACH FIRM; PROVIDING THAT EACH AGREEMENT SHALL BE FOR A TERM NOT TO EXCEED TWO YEARS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF TASK ORDERS IN ACCORDANCE WITH SUCH AGREEMENTS; PROVIDING THAT THE PAYMENT FOR EACH TASK ORDER EXECUTED IN ACCORDANCE WITH SUCH AN AGREEMENT SHALL NOT EXCEED $200,000.00; PROVIDING THAT THE TOTAL COST TO THE CITY FOR ALL TASK ORDERS EXECUTED EACH YEAR IN ACCORDANCE WITH EACH AGREEMENT SHALL NOT EXCEED $750,000.00 PER AGREEMENT PER YEAR; AND AUTHORIZING PAYMENT

WHEREAS, the City of Midland advertised a Request for Qualifications for firms to assist the Engineering Services Department by providing professional engineering services and services provided in connection therewith on an as-needed basis; and

WHEREAS, the firms identified in Section One hereof have agreed to perform said professional services; and

WHEREAS, the City Council finds that the firms identified in Section One hereof are qualified to perform said professional services; and

WHEREAS, the City Council finds that the fees proposed by the firms identified in Section One hereof are consistent with and not higher than the recommended practices and fees published by the applicable professional associations and do not exceed any maximum provided by law; and

WHEREAS, the City Council finds that the firms identified in Section One hereof provide professional services for a fair and reasonable price; and

WHEREAS, the City Council finds it to be in the public interest to approve the selection of the firms identified in Section One hereof as the most highly qualified providers of said professional services based on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services;

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

SECTION ONE. That the selection of Dunaway Associates, LLC, Freese and Nichols, Inc., Halff Associates, Inc., Kimley-Horn and Associates, Inc., Landgraf, Crutcher & Associates, Inc., Magrym Consulting, Inc., Maverick Engineering, Parkhill Smith & Cooper, Inc. doing business as Parkhill, TranSystems Corporation doing business as TranSystems Corporation Consultants, and Westwood Professional Services, Inc. to assist the Engineering Services Department by providing professional engineering services and services provided in connection therewith on an as-needed basis is hereby approved.

SECTION TWO. That the Interim City Manager is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, a professional services agreement with each firm identified in Section One hereof for said professional services; provided, however, that each said agreement (1) shall be for a term not to exceed two years, which the City may renew for two additional one-year periods, (2) shall provide for the execution of task orders, the cost to the City for each such task order not exceeding $200,000.00, and (3) shall provide that the total cost to the City for all task orders executed each year in accordance with such agreement shall not exceed $750,000.00. Each said agreement shall be maintained on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION THREE. That the Interim City Manager is hereby authorized and directed

to negotiate and execute, on behalf of the City of Midland, task orders in accordance with said professional services agreements; provided, however, (1) that the payment from the City for each task order shall not exceed $200,000.00 and (2) that the total cost to the City for all task orders executed each year in accordance with each agreement shall not exceed $750,000.00 per agreement per year.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay for all work performed under professional services agreements and task orders executed in accordance with this resolution, pursuant to the terms of said professional services agreements and task orders, from funds available in authorized projects or the Engineering Services Operating Budget, as appropriate, upon receipt of proper invoices or statements approved by the Interim City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Morris Williams, Jr., Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS
23002677-04

THIS AGREEMENT is made and effective the 24 day of May 2023, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Kimley-Horn and Associates, Inc. hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under

the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $200,000.00 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 $750,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The Initial term of this Agreement shall be two (2) years. CITY shall have the right to extend the term of this Agreement for two (2) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand

and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the Agreement without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

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

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

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

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed

as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

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

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

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

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, except for Workers'

Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY'S insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

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

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

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

ARTICLE X. ATTORNEY FEES

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

RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

If to COMPANY: Kimley-Horn and Associates, Inc
4411 98th Street, Suite 300
Lubbock, Texas 79424

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply

with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. PROMPT PAY ACT - CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

K. Compliance. – COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

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

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code §

552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Morris Williams Jr., Interim City Manager

ATTEST:

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

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Kimley-Horn and Associates, Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

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 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:	Morris Williams Jr.	NAME:	_____
TITLE:	Interim City Manager	TITLE:	_____
ADDRESS:	P.O. Box 1152	ADDRESS:	_____

S:\Purch PDF\WPDOCS\Prof Serv Agr\Blank Task Order Form.doc

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS
23002677-01

THIS AGREEMENT is made and effective the 24 day of May 2023, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Dunaway Associates, LLC hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under

the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $200,000.00 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 $750,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

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The Initial term of this Agreement shall be two (2) years. CITY shall have the right to extend the term of this Agreement for two (2) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

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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.

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

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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.

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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: Dunaway Associates, LLC
4000 N. Big Spring Street, Suite 101
Midland, Texas 79705

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply

with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. PROMPT PAY ACT - CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

K. Compliance. – COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

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

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code §

552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Morris Williams Jr., Interim City Manager

ATTEST:

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

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Dunaway Associates, LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the __day of _____, 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 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:	Morris Williams Jr.	NAME:	_____
TITLE:	Interim City Manager	TITLE:	_____
ADDRESS:	P.O. Box 1152	ADDRESS:	_____

S:\Purch PDF\WPDOCS\Prof Serv Agr\Blank Task Order Form.doc

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS
23002677-07

THIS AGREEMENT is made and effective the 24 day of May 2023, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Maverick Engineering hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

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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.
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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

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CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $200,000.00 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 $750,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

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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: Maverick Engineering
1909 W. Wall Street, Suite K
Midland, Texas 79704

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply

with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. PROMPT PAY ACT - CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

K. Compliance. – COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

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

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code §

552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Morris Williams Jr., Interim City Manager

ATTEST:

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

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Maverick Engineering 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 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 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:	Morris Williams Jr.	NAME:	_____
TITLE:	Interim City Manager	TITLE:	_____
ADDRESS:	P.O. Box 1152	ADDRESS:	_____

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS
23002677-03

THIS AGREEMENT is made and effective the 24 day of May 2023, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Halff Associates, Inc. hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under

the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $200,000.00 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 $750,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The Initial term of this Agreement shall be two (2) years. CITY shall have the right to extend the term of this Agreement for two (2) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand

and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the Agreement without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

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

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

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

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed

as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

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

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

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

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, except for Workers'

Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY'S insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

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

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

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

ARTICLE X. ATTORNEY FEES

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

RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

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

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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.

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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: Halff Associates, Inc.
3300 North A St, Building 2, Suite
120 Midland, Texas 79705

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

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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.

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with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

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

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

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N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code §

552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Morris Williams Jr., Interim City Manager

ATTEST:

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

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Halff Associates, Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

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 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:	Morris Williams Jr.	NAME:	_____
TITLE:	Interim City Manager	TITLE:	_____
ADDRESS:	P.O. Box 1152	ADDRESS:	_____

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS
23002677-09

THIS AGREEMENT is made and effective the 24 day of May 2023, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, TranSystems Corporation dba TranSystems Corporation Consultants hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily

provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $200,000.00 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 $750,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The Initial term of this Agreement shall be two (2) years. CITY shall have the right to extend the term of this Agreement for two (2) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-

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

ARTICLE VI. ASSIGNMENT

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

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

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

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is

specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

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

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

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

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation

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

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

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

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

ARTICLE X. ATTORNEY FEES

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

COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

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

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED

STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

If to COMPANY: TranSystems Corporation dba TranSystems Corporation Consultants
500 W. 7th Street, Suite 1100
Ft. Worth, Texas 76102

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

D. Severability. In case any one or more of the provisions contained in this Agreement

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

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

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

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

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

J. PROMPT PAY ACT - CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

K. Compliance. – COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

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

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex.

Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Morris Williams Jr., Interim City Manager

ATTEST:

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

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer ofTranSystems Corporation dba TranSystems Corporation Consultants 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 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 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:	Morris Williams Jr.	NAME:	_____
TITLE:	Interim City Manager	TITLE:	_____
ADDRESS:	P.O. Box 1152	ADDRESS:	_____

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS
23002677-08

THIS AGREEMENT is made and effective the 24 day of May 2023, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Parkhill Smith & Cooper, Inc. dba Parkhill hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

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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.

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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.

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

ARTICLE X. ATTORNEY FEES

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

RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

If to COMPANY: Parkhill Smith & Cooper, Inc. dba Parkhill
1700 W. Wall Street, Suite 100
Midland, Texas 79701

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply

with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. PROMPT PAY ACT - CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

K. Compliance. – COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

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

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code §

552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Morris Williams Jr., Interim City Manager

ATTEST:

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

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Parkhill Smith & Cooper, Inc. dba Parkhill known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the __day of _____, 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 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:	Morris Williams Jr.	NAME:	_____
TITLE:	Interim City Manager	TITLE:	_____
ADDRESS:	P.O. Box 1152	ADDRESS:	_____

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PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS
23002677-06

THIS AGREEMENT is made and effective the 24 day of May 2023, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Magrym Consulting, Inc. hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under

the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $200,000.00 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 $750,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The Initial term of this Agreement shall be two (2) years. CITY shall have the right to extend the term of this Agreement for two (2) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand

and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the Agreement without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

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

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

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

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed

as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

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

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

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

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, except for Workers'

Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY'S insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

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

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

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

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

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N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code §

552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Morris Williams Jr., Interim City Manager

ATTEST:

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

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Magrym Consulting, Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

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 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:	Morris Williams Jr.	NAME:	_____
TITLE:	Interim City Manager	TITLE:	_____
ADDRESS:	P.O. Box 1152	ADDRESS:	_____

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS
23002677-02

THIS AGREEMENT is made and effective the 24 day of May 2023, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Freese and Nichols, Inc. hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under

the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $200,000.00 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 $750,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The Initial term of this Agreement shall be two (2) years. CITY shall have the right to extend the term of this Agreement for two (2) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand

and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the Agreement without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

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

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

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

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed

as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

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

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

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

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, except for Workers'

Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY'S insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

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

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

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

ARTICLE X. ATTORNEY FEES

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

RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

If to COMPANY: Freese and Nichols, Inc.
24 Smith Road, Suite 501
Midland, Texas 79705

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply

with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. PROMPT PAY ACT - CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

K. Compliance. – COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

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

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code §

552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Morris Williams Jr., Interim City Manager

ATTEST:

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

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

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

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

_____
Notary Public, State of Texas

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 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:	Morris Williams Jr.	NAME:	_____
TITLE:	Interim City Manager	TITLE:	_____
ADDRESS:	P.O. Box 1152	ADDRESS:	_____

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PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS
23002677-05

THIS AGREEMENT is made and effective the 24 day of May 2023, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Landgraf, Crutcher & Associates, Inc. hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under

the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $200,000.00 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 $750,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

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The Initial term of this Agreement shall be two (2) years. CITY shall have the right to extend the term of this Agreement for two (2) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

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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.

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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: Landgraf, Crutcher & Associates, Inc.
521 North Texas
Odessa, Texas 79761

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply

with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. PROMPT PAY ACT - CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

K. Compliance. – COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

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

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code §

552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Morris Williams Jr., Interim City Manager

ATTEST:

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

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Landgraf, Crutcher & Associates, Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

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 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:	Morris Williams Jr.	NAME:	_____
TITLE:	Interim City Manager	TITLE:	_____
ADDRESS:	P.O. Box 1152	ADDRESS:	_____

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PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS
23002677-10

THIS AGREEMENT is made and effective the 24 day of May 2023, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Westwood Professional Services Inc. hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under

the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $200,000.00 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 $750,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The Initial term of this Agreement shall be two (2) years. CITY shall have the right to extend the term of this Agreement for two (2) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand

and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the Agreement without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

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

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

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

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed

as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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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.

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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.

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

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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.

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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: Westwood Professional Services Inc.
211 North Loop 1604 East, Suite 205
San Antonio, Texas 78132

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.

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

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

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply

with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. PROMPT PAY ACT - CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

K. Compliance. – COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

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

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code §

552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Morris Williams Jr., Interim City Manager

ATTEST:

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

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Westwood Professional Services Inc. known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

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 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:	Morris Williams Jr.	NAME:	_____
TITLE:	Interim City Manager	TITLE:	_____
ADDRESS:	P.O. Box 1152	ADDRESS:	_____

S:\Purch PDF\WPDOCS\Prof Serv Agr\Blank Task Order Form.doc

City Council Meeting

Item Number: 7

Meeting Date: May 23, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING A CONTRACT WITH 4B RECREATION GROUP, LLC, DBA PLAYGROUNDS ETC., THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AND ASSOCIATED IMPROVEMENTS AT BUTLER PARK FOR A TOTAL COST OF $130,302.00; AND APPROVING $13,030.00 FOR PROJECT RELATED COSTS (DISTRICT 1) (GENERAL SERVICES)

Purpose:

Resolution executing a contract with 4B Recreation dba Playgrounds Etc. through Buyboard contract 679-22 for the installation of playground equipment and associated improvements at Butler Park for the cost of $130,302.00; plus $13,030.00 of project related expenses; for a total cost of $143,332.00 for the Community Services Department.

Recommended City Council Action:

Approve

Fiscal Impact:

$143,332.00 is available in the FY 2023 operating budget of the Parks Donation Fund.

Discussion:

Staff recommends executing a contract for the installation of playground equipment and associated improvements at Butler Park through Buyboard contract 679-22. 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. The project is projected take 107 calendar days. Please see the attached memo from Cristina Burns, Community Services

Director, for more information.

Therefore, please consider a resolution executing a contract for the installation of playground equipment and associated improvements at Butler Park to 4B Recreation Group, LLC dba Playgrounds Etc. of Midland, Texas through Buyboard contract 679-22 for the cost of $130,302.00; plus $13,030.00 of project related expenses; for a total cost of $143,332.00.

Tina Gaug

City Manager's Office

Parks Division
Interoffice Memorandum

Date: May 9, 2023
To: Morris Williams, Interim City Manager
From: Cristina Burns, Community Services Director
Subject: Butler Playground Equipment Purchase – Award Contract

The 2020 Parks, Recreation and Open Space Master Plan included assessments of playground conditions in Midland. Those evaluations are utilized in selecting the parks where playground replacements are most needed. The playground at the t-ball fields in Butler Park has been identified as the next playground on the list for renovations.

Playgrounds, Etc. has provided a design for new equipment at the Butler t-ball playground. The quoted BuyBoard price for the equipment, artificial turf surfacing, shipping and installation is $130,302. An additional 10% for related work to be completed by the Parks Division construction crew, such as site preparation and project fencing, is requested. The total cost of the project is $143,332. Funding was approved in the FY 2023 budget. The timeline for installation is by Fall 2023.

$143,332 was approved in the FY 2023 budget is available in the Parks Donation Account (077094-57002).

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH 4B RECREATION GROUP, LLC, DBA PLAYGROUNDS ETC., THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AND ASSOCIATED IMPROVEMENTS AT BUTLER PARK FOR A TOTAL COST OF $130,302.00; AND APPROVING $13,030.00 FOR PROJECT RELATED COSTS

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, 4B Recreation Group, LLC, dba Playgrounds Etc. has submitted a total proposed cost to the City of $130,302.00 for the purchase and installation of playground equipment and associated improvements at Butler Park through Buyboard; and

WHEREAS, the Council finds the price proposed by 4B Recreation Group, LLC, dba Playgrounds Etc., through Buyboard, for the purchase and installation of said equipment and associated improvements to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with 4B Recreation Group, LLC, dba Playgrounds Etc. for the purchase and installation of playground equipment and associated improvements at Butler Park through Buyboard; and

WHEREAS, the City Council finds it to be in the public interest to approve $13,030.00 for project related costs;

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

SECTION ONE. That the Interim City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with 4B Recreation Group, LLC, dba Playgrounds Etc. for the purchase and installation of playground equipment and associated improvements at Butler Park, through Buyboard, for a total cost of $130,302.00. Said contract being in a form substantially similar

to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the sum of $13,030.00 for project related costs is hereby approved.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay 4B Recreation Group, LLC, dba Playgrounds Etc. in accordance with the provisions of the above-referenced contract from funds available in the FY 2023 operating budget of the Parks Donation Fund upon receipt of proper invoices or statements approved by the Interim City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Morris Williams Jr., Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

THE CITY OF MIDLAND

CONTRACT

Contract No. 23003906

THIS CONTRACT, effective the 24 day of May, 2023, by and between the City of Midland, hereinafter referred to as "CITY", and 4B Recreation Group, LLC dba Playgrounds Etc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 130,302.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for the installation of playground equipment and associated improvements at Butler Park. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 107 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Morris Williams Jr., Interim City Manager

ATTEST

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

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____, an officer of 4B Recreation Group, LLC dba Playgrounds Etc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of _____

Playgrounds Etc.
1410 W Texas Ave.
Midland, TX 79701
432-687-6388

Bid

Date	Bid #
5/10/2023	18136

Name / Address	Ship To
City of Midland 300 N. Loraine Ave. Midland, TX 79701	

Rep	P.O. No.	Project Location	Project
JB		Butler Park	Playground and Turf Option 2 R1

Item	Description	Qt	Rate	Total
GFP-30211	Grounds for Play Structure	1	60,673.00	60,673.00T
TFR0684XX	4-Seat See Saw	1	5,751.00	5,751.00T
Freight	Freight	1	4,354.00	4,354.00T
Installation	Installation of equipment listed above at your location.	1	23,723.00	23,723.00T
AF-UT-CS	Approximately 2,000 square feet of Artificial Turf. Includes all materials, freight and labor necessary to install turf over compacted stone base	1	42,429.00	42,429.00T
Bonds	Pay and Performance Bond	1	2,372.00	2,372.00T
BuyBoard Discount	Buy Board Discount Vendor #679-22		-9,000.00	-9,000.00

This bid is good for 30 days

Subtotal	$130,302.00
Sales Tax (0.0%)	$0.00
Total	$130,302.00

Project Proposal

Prepared for

City of Midland, Butler Park

April 2023







Prepared by

Playgrounds Etc
SHADES · SHELTERS · PLAYGROUNDS & MORE

1410 W. Texas Avenue
Midland, Texas 79701
432-687-6388
playgroundsetc.com

About our Company

It has been a pleasure working with you to prepare this bid for your project. I am confident that when you select our company you will find that the products and services we offer will exceed your expectations.

Superior Recreational Products (SRP) is the company that supplies most of the products related to the playground equipment we will be supplying to you. SRP has been in the business of manufacturing playground equipment for over twenty-five years. They own SRP Playgrounds, which is one of the largest playground manufacturer in the world, as well as Superior Shades, Child Works, Litchfield Structures and Webcoat, Inc. who offers site furnishings. We, along with the companies we represent can meet most of your outdoor playground and park equipment needs.

Playgrounds Etc. is based in West Texas at Midland. Our family has been in the commercial playground equipment business for sixteen years. We excel at working with smaller communities, churches and schools. Our personal service and the wide range of companies we represent, is a benefit to you in that we can help you select the most equipment for your money. We work hard to help you select the equipment that best meets your needs and budget instead of delivering a cookie cutter product.

Thank you for taking the time to review our proposal. We encourage you to contact us with your ideas for changes that can make this a better product. Colors, equipment, and the arrangements of activities can be easily changed up to the time that the order is placed. We are very happy to make these changed in order to meet your needs.

I am confident that when you compare our products and pricing with others you will see the value we offer when selecting us as your supplier and service provider for this project. We welcome the opportunity to compare our proposal with our competitors and point out the advantages in selecting Playgrounds Etc.

I look forward to working with you through the final stage of this project

Josh Bartlett

Scope of Work

City of Midland

Playgrounds Etc understands that new construction and dealing with contractors can be stressful and burdensome. Our mission at Playgrounds Etc is to ensure that we make designing, receiving, and installing your new play scape the enjoyable experience that it should be. It has been a pleasure designing and bidding this project for your children. Keeping in mind the many options to consider when designing a new playground, we were able to design a playground that we are certain will best suit the needs of the children, and also meet the pricing objectives of your organization.

Site Preparation (1 Day)

Site preparation can be the most important stage of the process when completing a project of this scale. We will be contacting Dig Tess, which is an organization that will mark any public utilities leading up to, or conflicting with, the designated play area. One aspect of installation that is always considered is the slope of the area. Slope is important to ensure that proper drainage is obtained, thus reducing the amount of water that comes into contact with the play area. Proper drainage will reduce displacement of surfacing materials. We also want to make sure that we do not create any drainage issues for the surrounding facilities. While we are happy to provide machinery for minor excavations in order to complete this process any major excavation will need to be discussed and contracted for beforehand.

Delivery (12-13 Weeks)

The equipment will be shipped via an eighteen wheel truck and trailer to your location. Receiving a shipment of this size can become a burden if the right amount of man power and machinery are not available. Playgrounds Etc will be happy to supply needed man power and/or machinery needed to receive the shipment of equipment and surfacing materials if need be.

Installation (1-2 Weeks)

The next step will be to have all specified equipment installed. The installation will be a full installation, supervised by Certified Playground Safety Inspectors. Our installers will ensure that all equipment is installed in the proper locations, maintaining proper safety zones. The upright posts for the composite units will be concreted in the ground at a depth of 30 inches, in order to ensure stability. Once all the equipment has been installed we will then begin the process of installing the artificial turf.

Clean Up (1 Day)

Playgrounds Etc will be responsible for cleaning up any trash that is left behind from shipping crates or plastic wrapping. Although we are happy to ensure that the playground and surrounding area is free of trash and other debris, we do ask that dumpsters be provided.

Synthetic Turf

The natural look of grass with appropriate impact attenuation and low maintenance



Basics At A Glance

Price	●●●●●	High
Maintenance	●●○○○	Low/Mid
Access	●●●●○	Mid/High
Color Options	○○○○○	None
Warranty	●○○○○	5 Years

Utilizes a two layer system — the top layer a combination of turf fiber and polypropylene and the bottom (cushion) a combination of rubber buffings and urethane or porous closed-cell composite material

Installed to meet necessary fall height requirements

Meets all applicable ASTM standards



Description

Turf is an engineered grass product designed to bring the look of real grass to your environment. Unlike real grass, however, it offers height appropriate impact attenuation and provides the appearance of a beautiful lawn that never needs mowing!

Our turf is available in two weights — a 50 oz. that requires infill and an 80 oz. that does not. Your turf will be laid over a cushion pad to provide drainage and fall attenuation properties up to 12'. After the turf layer is installed, the infill is worked into the blades to discourage flattening. Although infill is not required for the 80 oz. option, it is recommended to aid against blade compaction. Properly installed, it offers adequate drainage, great impact attenuation, long wear, and ADA accessibility in playground applications.

Benefits

- Lower maintenance
- Appealing, natural look and feel
- UV resistant
- Cooler surface temperature than many unitary surface types

Tips

- Great option for nature inspired play areas
- Use in any area where a low maintenance grass look is desirable
- Ask your local representative about additional grass blade types that may be available in your area
- Raking is recommended to distribute infill and discourage blade compaction

Playgrounds Etc LLC
432-687-6388

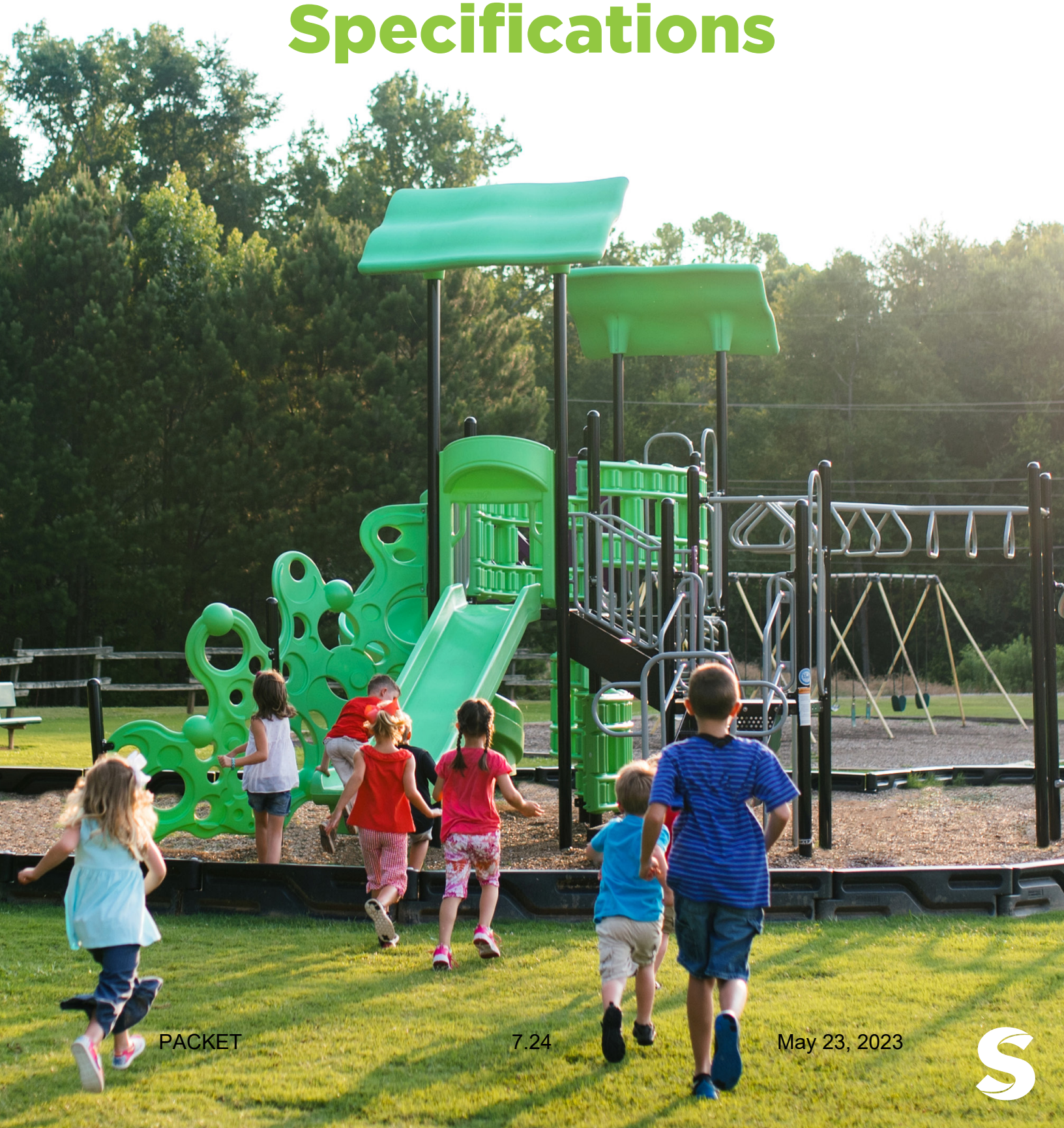
All colors shown are approximate and may vary nationwide

Playgrounds

BY SUPERIOR RECREATIONAL PRODUCTS

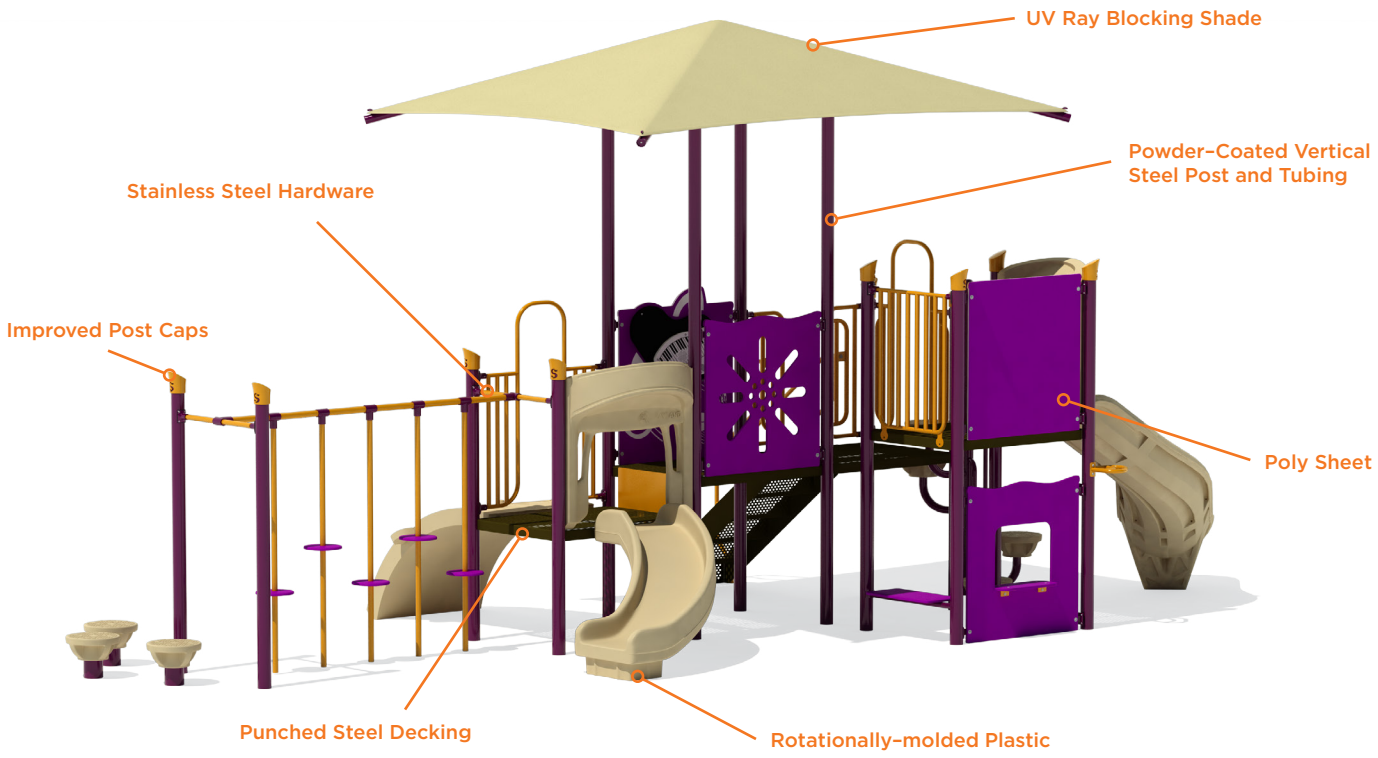
GENERAL PRODUCT

Specifications



General Product Specifications

At Superior Playgrounds, we only use quality playground materials — whether purchasing a steel or recycled structure. Manufactured at our west Georgia manufacturing facility, our playgrounds are proudly made in the USA. You can trust our playgrounds are built to last and will provide fun for years to come.



3.5" Commercial Playground Series
- 3.5" O.D. vertical posts
- 36" deck grid / 46.5" deck grid
- 24" diameter plastic / 30" diameter plastic

5" Commercial Playground Series
- 5" O.D. vertical posts
- 48" deck grid
- 30" diameter plastic

Vertical Posts (Round Steel Tubing)
- 13 gauge galvanized steel (3.5" Series)
- 11 gauge galvanized steel (5" Series)
- 11 gauge galvanized steel (shade verticals)
- 50,000 PSI yield strength (ASTM E-8)
- 55,000 PSI tensile strength (ASTM E-8)
- Triple Flo-Coated corrosion protection - interior and exterior (ASTM B-117)
- Contains a minimum of 30% recycled steel and is 95%-98% recyclable
- Manufactured to ASTM A570

Vertical Posts (R3 Recycled Plastic)
- 6"x6" posts made of HDPE
- Molded in one piece
- UV additives to prevent deterioration from UV light
- Made of 100% recycled material (post-industrial and post-consumer) excluding additives and colorants
- Will not rot, split, crack or splinter for a minimum of 50 years
- Resistant to termites, marine borers, salt spray, oil and fungus



Tubing

- Contains a minimum of 30% recycled steel and is 95%–98% recyclable
- Triple Flo-Coated corrosion protection (interior and exterior)
- Interior and exterior corrosion resistance (ASTM B-117)
- Manufactured per ASTM A570
- 50,000 PSI yield strength (ASTM E-8)
- 55,000 PSI tensile strength (ASTM E-8)

1.25" O.D. Round	14 gauge galvanized steel
1.66" O.D. Round	13 gauge galvanized steel
1.90" O.D. Round	11 gauge galvanized steel
2.375" O.D. Round	3 gauge galvanized steel / 9 gauge steel (Bi-pod/Tri-pod top bar/ Superior Shape frame)
3.5" O.D. Round	13 gauge galvanized steel (3.5" Series)
4" O.D. Square	11 gauge galvanized steel
5" O.D. Round	11 gauge galvanized steel (5" Series)



POST CAPS

- Aluminum alloy (ZL101) aluminum series of tertiary alloys
- Tested using GB/T 1173-1995 (equivalent to ANSI 365.0 specified in ASTM B26/B26M
- Less than 40ppm of lead per IEC 62321:2008 Ed. 1 and US EPA 3050B: 1996
- Powder coat finish

C-LINE FITTINGS

- Aluminum alloy (ZL101, GB/T 1173-1995) aluminum series of tertiary alloys
- Less than 40ppm of lead per IEC 62321:2008 Ed. 1 and US EPA 3050B: 1996
- Mounts to vertical post with gasket and four 0.25"x1" self-tapping screws with patch
- Powder coat finish

SEALING GASKET

- Neoprene rubber
- 60 +/- 5 durometer hardness



HARDWARE

- Made from stainless steel or corrosion-resistant coated steel
- Conforms to ANSI/ASCE-8-90 (stainless steel)
- Passed 100 hour salt test (corrosion-resistant coated steel)
- Security patch to insure screw locks into vertical pipe (where applicable)
- Most hardware is tamper resistant

R3 RECYCLED PLASTIC COMPONENTS

- Made of HDPE
- Molded in one piece
- UV additives to prevent deterioration from UV light
- Made of 100% recycled material (post-industrial and post-consumer) excluding additives and colorants
- Will not rot, split, crack or splinter for a minimum of 25 years
- Resistant to termites, marine borers, salt spray, oil and fungus



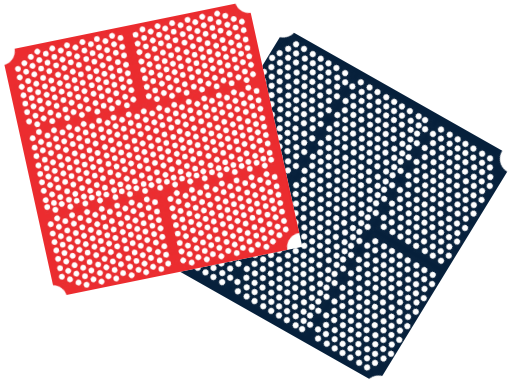
Roto-molded Plastics

- 1st quality linear low density Polyethylene (LDPE)
- Rotational molded with mold-in graphics (where applicable)
- 0.375" wall thickness
- 2,550 psi tensile strength (ASTM D638)
- Melt index per ASTM D1238
- Density per ASTM D4883
- Peak crystallization temperature per ASTM D3418
- Flexural modulus per ASTM D790 Procedure B
- Deflection temperature under load per ASTM D648
- Environmental stress crack resistance, F50 per ASTM D1693 Condition A
- UV stabilized / UV 8 Rating (tested per ASTM G155 cycle 1 guidelines)
- Anti-static inhibitors



Poly Sheet

- 0.75" high density polyethylene sheeting (HDPE)
- Tested in accordance with ASTM D1928 Procedure C
- Density per ASTM D1505
- Melt Index per ASTM D1238
- Tensile Strength and Ultimate Elongation per ASTM D638 Type 4
- Brittleness temperature per ASTM D746
- Flexural modulus per ASTM D790
- Coefficient of linear thermal expansion per ASTM E831
- Textured, matte finish
- UV stabilized
- UL 94 HB fire rating
- Stain and graffiti resistant and will not delaminate, splinter or crack



Punched Steel Items

Decks, Platforms, Ramps, Bridges, Transfer Stations, Stairs, and Steps

- 12 gauge galvanneal steel body
- Formed sides with welded reinforcements (stairs have welded stringers)
- 0.625"x1" diameter slots after coating
- Decks for recycled structures have a plank pattern 5.625" wide with 0.3125" spacing after coating
- Plastisol coating
- Lead-free per 16 CFR Part 1303

Powder Coat

- Initially blasted to a 'white' condition to remove all surface rust and oil, our steel frames are coated electrostatically with an Epoxy TGIC Powder Coating Zinc-Rich Primer. Superior's primer has been tested salt spray tested for over 4,000 hours to insure quality. After the primer application, Superior applies the Super durable Polyester TGIC powder coating electrostatically. After the application of the final coat, a total of 6 mils of finished Powder Coating has been applied, which is backed by 5,000 hours of testing (ASTM Method B117).
- The Limited Warranty for Powder Coating provides for the following after a five year exposure period when applied according to the recommendations listed on the product's technical data sheet and appropriate surface preparation has been utilized.
- The coatings shall retain their original color with a ΔE of < 7.5 units for high chroma colors, (yellows, reds, oranges, etc.) and a ΔE of < 5.0 units for low chroma colors, when tested in accordance with ASTM D 2244.
- The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.
- The coating shall exhibit chalking no worse than a numerical rating of 6, when evaluated in accordance with ASTM D 659-80.

Quality, Standards And Guidelines

American Society for Testing and Materials

The American Society for Testing and Materials is an independent and world renowned developer of technical standards utilized in testing a multitude of products. ASTM's F15.29 committee, met consistently for over a decade in the continual development of the F1487 Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use. The current version is F1487-11, published in 2011.

Access Board (ADAAG)

Guidance Available on Play Area Guidelines: http://www.access-board.gov/news/playguide.htm

Access Board (The United States Architectural and Transportation Barriers Compliance Board) has completed Accessibility Guidelines for Play Facilities as set forth in the Americans with Disabilities Act of 1990. The Final Report of the Regulatory Negotiation Committee is available via the Internet.

IPEMA™

In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates an equipment manufacturer's certification of conformance to the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 & 12.6.1; to CAN/CSA Z614 Children's Playspaces and Equipment, except clauses 9.8, 10 and 11; or both. A list of current validated products may be viewed at www.ipema.org.

U.S. Consumer Safety Product Commission

Handbook for Public Playground Safety: http://www.cpsc.gov/cpscpub/pubs/325.pdf

Superior Warranty

Our warranty guarantees years of unlimited fun!

- **Lifetime*** warranty on steel posts, all stainless steel hardware, component clamps and aluminum post caps
- **25 Year** Limited warranty on recycled posts
- **15 Year** Limited warranty on pipes, rungs, loops and rails, roto-molded plastics, HDPE plastic sheets, punched steel decks
- **10 Year** Limited warranty on Shade fabric
- **5 Year** Limited warranty on Site Amenities, cables and nets
- **3 Year** Limited warranty on "The Original KidsCenter™"
- **1 Year** Limited warranty on moving parts, materials not covered above & water slides

* For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all parts will be free from defects in materials and manufacturing workmanship. This warranty does not cover damage caused by vandalism, misuse or abuse, altered or modified parts, or cosmetic damage such as scratches, dents, or fading or weathering and normal wear and tear. This warranty is valid only if the structures are installed in conformity with instructions provided by Superior Recreational Products using approved Superior Recreational Products parts. Superior Recreational Products will deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for labor or the labor costs of replacement. Warranty claims must filed within the applicable warranty period and accompanied by a sales order or invoice number.

Color Options

Superior Playgrounds

Metal Colors

Gloss



Matte or Metallic



Plastic Colors



Activity Panel & Panel Colors

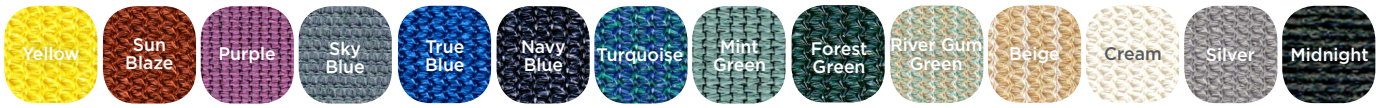
Solid Core



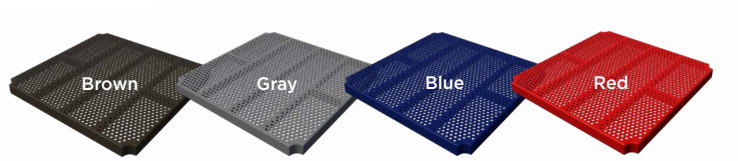
Sandwich Core



Shade Colors | More Available!



Steel Deck Colors

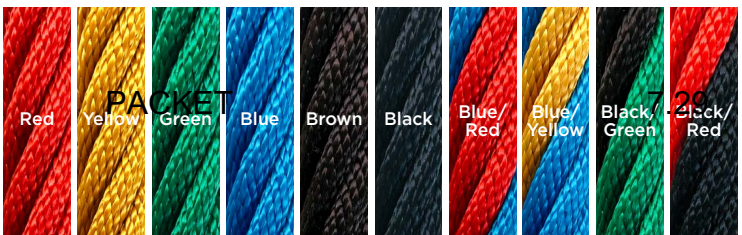


Recycled Deck & Post Colors



*May affect delivery lead time.

Ascend Rope Colors



Belt Seat Colors



PACKET 7.2C May 23, 2023

Color Schemes





Modified Adventure





Plum

Nature



NEW! Succulent

- Feather Gray
- Purple
- Patina



Nature Trail

- Brown
- Iced Coffee
- Spring Green
- Orange



Earth

- Spring Green
- Blue
- Iced Coffee
- Brown



NEW! Wilderness

- Green
- Iced Coffee
- White
- Patina
- Brown



NEW! Terra

- Burgundy
- Iced Coffee
- Spring Green



Forest

- Burgundy
- Iced Coffee
- Green

Modern



Northern Lights
- Dark Blue
- Feather Gray
- Black
- Patina



NEW! Electric
- Chartreuse
- Feather Gray
- Blue
- White



NEW! Santorini
- Blue
- Feather Gray
- Vanilla
- Iced Coffee



Deep Ocean
- Rubbed Bronze
- Feather Gray
- White
- Ocean Blue
- Blue



Modern Marsh
- Feather Gray
- Green
- Spring Green
- Rubbed Bronze



Galaxy
- Dark Blue
- Butterscotch
- Feather Gray
- Black

Colorful



Circus
- Red
- Yellow
- Ocean Blue



NEW! Eclectic
- Chartreuse
- Orange
- Burgundy
- Feather Gray



Spring Bloom
- Ocean Blue
- White
- Spring Green
- Orange



Spring Storm
- Feather Gray
- Spring Green
- Ocean Blue
- Black



Reptile
- Iron Gray
- Yellow
- Spring Green
- Red
- White



Van Gogh
- Rubbed Bronze
- Iron Gray
- Feather Gray
- Deep Periwinkle

Workmanship Warranty

This warranty covers workmanship related to the installation of the products purchased from and installed by Playgrounds Etc for a period of 1 year from the date of installation.

A Note from The Owner

This warranty essentially states that we will stand behind our installation or perform a service call related to improper installation for up to 1 year at no cost to our customer. In actuality, our warranty is better than that. If anything that we install ever fails, regardless of when, and the failure is not due to carelessness, accidental damage, or normal wear and tear, Playgrounds Etc will honor an implied warranty and take care of the matter at no cost to the customer (yes, we really mean that). In other words, if something fails that shouldn't fail, we will take care of it for you. We have always treated our customers like family and we hope that our warranty expresses our feelings towards our customers.

Warranty Exclusions:

The stated warranty is valid only on projects in which Playgrounds Etc is responsible for the complete installation of said project and/or equipment. Playgrounds Etc is not responsible for cosmetic defects such as scratches, dents, marring, fading, damage due to vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather, immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other causes not within Playground's Etc control.

Limitation of Remedies:

Playgrounds Etc is not liable for consequential or incidental damages, including but not limited to: labor cost or lost profits resulting from use of, or inability to use, the products, *or* from the products being incorporated in, or becoming a component of, any other product. If, after a reasonable number of repeated efforts, Playgrounds Etc is unable to repair or replace a defective or non-conforming product, Playgrounds Etc shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy.

Maintenance Recommendations

Daily

1. Visually inspect the entire playground area. Remove all foreign material (i.e. trash, tree branches, etc.). [Reference ASTM F1487, Section 13.2.2]

Weekly

1. Rake the Woodcarpet® as necessary to keep the surface level and the depth sufficient throughout the play area. A level surface is necessary for wheelchair access and compliance with ADA regulations. Woodcarpet Mat® will reduce or eliminate the need to rake the Woodcarpet® under high use areas such as swings and slide exits.
2. Use a leaf blower or broom to keep RecMat® and RecGrass® surfaces clean. A vacuum can be used on RecGrass®. If mud or stain is apparent, a water hose with a pressure spray tip or power washer can be used. Cleaning agents that do not contain bleach can be used moderately, dilute as recommended by the manufacturer and apply with mop or scrubbing device.

Monthly

1. In the play structure use zones, dig down to the subsurface or drain system and measure the depth of Woodcarpet®. Ensure that the depth is sufficient for the fall height of the structure. [Reference ASTM F1487, Section 13.2.1] All equipment footers should be covered with 12" of WOODCARPET®. All play areas installed over a hard surface (asphalt, concrete, etc.) must maintain a minimum of 12" of WOODCARPET® and must have a drain system and wear mats in all high traffic areas. The use of markings on the play structure supports or on the containment barriers is also recommended as a means to ensure sufficient depth. Top off with additional Woodcarpet® as needed.
2. The Woodcarpet® surface must be maintained at a specific distance below some components (i.e. slide exits, swing seats, merry go rounds, transfer stations, etc.). [Reference ASTM F1487].
3. Check and ensure sufficient depth of Woodcarpet® under each Woodcarpet Mat®. A pointed instrument may be used to penetrate through a drain hole in the mat to the base of the Woodcarpet®. Top off as needed. To top off, cut the plastic cable ties on three sides of the mat (this is not necessary if the mat was not anchored), turn the mat over, and add Woodcarpet® to the desired depth. Turn the mat back over, and dig a channel around the 3 edges of the mat, down to the base of the Woodcarpet®. If necessary, use new plastic cable ties to reattach the mat to the anchors. Refill the channel and ensure mat edges are covered so as not to create a trip hazard.
4. Check and ensure that each Woodcarpet Mat® is securely anchored (some Woodcarpet Mat®s are not required to be anchored), and that mat edges are sloped down and covered with Woodcarpet® so as not to create a trip hazard.
5. Visually inspect each Woodcarpet Mat® for holes, tears, exposed anchors and exposed cable. Pvc Woodcarpet Mat®s manufactured prior to 2002 had reinforced cable embedded in the mat. Immediately cut and remove any exposed cable and examine any holes or tears. Holes or tears could be a trip hazard. If the mat contains any hazards, remove the mat and replace with a new mat. Drive any exposed anchors below the base of the Woodcarpet®.
6. If Woodcarpet® is bonded, check for cracks and weaknesses in the bonded layer. Cut out any loose or cracked sections and fill in with fresh Woodcarpet® and adhesive. See Bonded Woodcarpet® installation instructions.

Notes

1. Woodcarpet® appearance and longevity will be enhanced by the removal of weeds or periodic application of an approved weed inhibitor. Application should be done by a certified pesticide applicator and be suitable for human contact. When mowing around the play area, mow so that grass and leaves are blown away from the playground.
2. During a dry season, it may be necessary to wet the surface of the Woodcarpet® with water. When tested, fresh Woodcarpet® was found to be fire resistant because it is made from fresh wood, which has sufficient moisture content. An alternative to periodically applying water would be to apply a fire retardant. Ensure that the retardant is designed to be used on fresh wood and that it is safe for human contact.
3. During a rainy season, check the functioning of the drain system by checking the flow from an outflow pipe immediately after rain or by digging down to the base of the Woodcarpet® to check for standing water. The water level should be below the base of the Woodcarpet® within 30 minutes after the rain ceases. Poor drainage will decrease life expectancy and resiliency.
4. Woodcarpet® contains fresh wood. Fresh wood contains tannins, which are a natural preservative found in living plants and trees that rain will eventually wash out of the Woodcarpet® into the drain system. This dark brown residue is externally harmless to humans and should gradually diminish.
5. During freezing conditions, Woodcarpet® will likely be less resilient, particularly with poor drainage. Restrict use of the area accordingly.
6. These recommendations are based on average climate and playground use conditions. For example, during heavy playground use, more frequent maintenance may be necessary.
7. Due to weather conditions, poor drainage, too much shade, or a combination thereof, bacteria may rapidly colonize, which may lead to fungus growth on the Woodcarpet®. If fungus becomes visible, simply scoop out and dispose of the fungus. Apply a mixture of one part liquid laundry detergent to three parts water to the area with a pump sprayer, or spread lime on the surface and lightly rake into the area.
8. For more information, contact a Zeager representative.

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Customer Reference List

Name and Position	Organization Name	Contact Number
Laurie Williams, Parks Director	City of Midland	432-685-7370
George Fierro, CEO	Midland YMCA	432-682-2551
Junior Fitts, Supervisor	Midland ISD	432-689-1514
Jill Roberts, Principal	Trinity Church of Lubbock	806-777-2690
Lindsey Hayes, Director	Wolfforth United Methodist	806-535-8846
Diane Gourard, CDC Director	Odessa Day Nursery	432-332-6754
Brandi Winans, CDC Director	St. Luke's Day Nursery	432-694-2574
Danny Lee	Monterey Church of Christ	806-445-3680
Steve McLaren, Superintendent	Klondike ISD	806-462-7334
Debbie Cramer, Child Care Director	Crestview Baptist Church	432-681-8200
Charlie Bradley, County Judge	Schleicher County	325-853-2766
Julie Moore, CDC Director	Austin Street Church of Christ	325-646-0855
Nancy Brown, Day Care Director	First Baptist Church, Henrietta	940-538-5217
Jerry Webster, City Manager	City of Tahoka	806-561-4211
Tony Gomez, Facility Director	Glasscock County ISD	432-466-1837
Mary Wood, Day Care Director	Grace Lutheran Church Day Care	432-694-3063
Steve Evans, Maintenance Director	Coleman ISD	432-625-3575
Jill Rainey, City Secretary	City of Gorman	254-734-2317
Maxy Kirk, Rehabilitation Director	Hendrick Hospital, Abilene	325-670-6058
Shawn Crane, CR Kids Director	CrossRoads Fellowship, Odessa	432-368-2500

OUR STAFF

Josh Bartlett
General Manager and CPSI*
Office – 432-687-6388 Cell – 432-301-3175

David Kitch
Design Consultant and CPSI* (Central Texas and South Texas Regions)
Office – 432-687-6388 Cell – 512-560-0142

Kristin Brasher
Design Consultant and CPSI* – (North Texas Region)
Office – 432-687-6388 Cell – 817-701-6846

Julian Garcia
Project Superintendent – CPSI* Office
– 432-687-6388 Cell – 512-484-9963

Jerod Finch
Project Coordinator (West Texas and Panhandle Regions)
Office – 432-687-6388 Cell – 432-254-9795

*Certified Playground Safety Inspector

Nathan Brewer
Project Coordinator (East TX, Central TX and South, TX Regions)
Office – 432-687-6388 Cell – 361-542-8588

Brenda Mendoza
Accounting
Office – 432-687-6388

PURCHASING INFORMATION

PRODUCT CHANGES:

Changes in equipment, surfacing, and other items can be made up to the time contract is signed. Colors, equipment selection and arrangement, quantity of products, size and scope of project may all be changed. We welcome changes and we will be happy to redesign and re-price the project for you. Generally it make take anywhere from a couple of days to two weeks to make these changes for your review.

CONTRACTS:

Once your selection is completed, a contract will be sent to you. This contract specifies the exact equipment and services purchased, including specifications, quantities and expectations as to final appearance. Details as to delivery, the client's participation and the services rendered will be included. Funding details will also be included with the contract. In the event of a supervised installation then additional details regarding equipment required, labor and time schedule will be included.

DELIVERY:

Generally, delivery of playground equipment manufactured by Playland International, as well as any shades or shade structures is approximately six weeks. Delivery of site amenities, surfacing and components is generally two to three weeks.

INSTALLATION:

Full Installation:

Construction crews are scheduled generally to start within two weeks of delivery. Except for substantially large projects, most projects will be completed in a week or less. Our contactors are certified installers and will work with you to make sure your expectations are met as long as safety standards are not compromised

FUNDING:

Company policy provides one-half of the project total price is due upon contract signing. The remaining balance is due within seven days after completion of project or delivery in the event of a supervised installation or if client chooses to install units themselves.

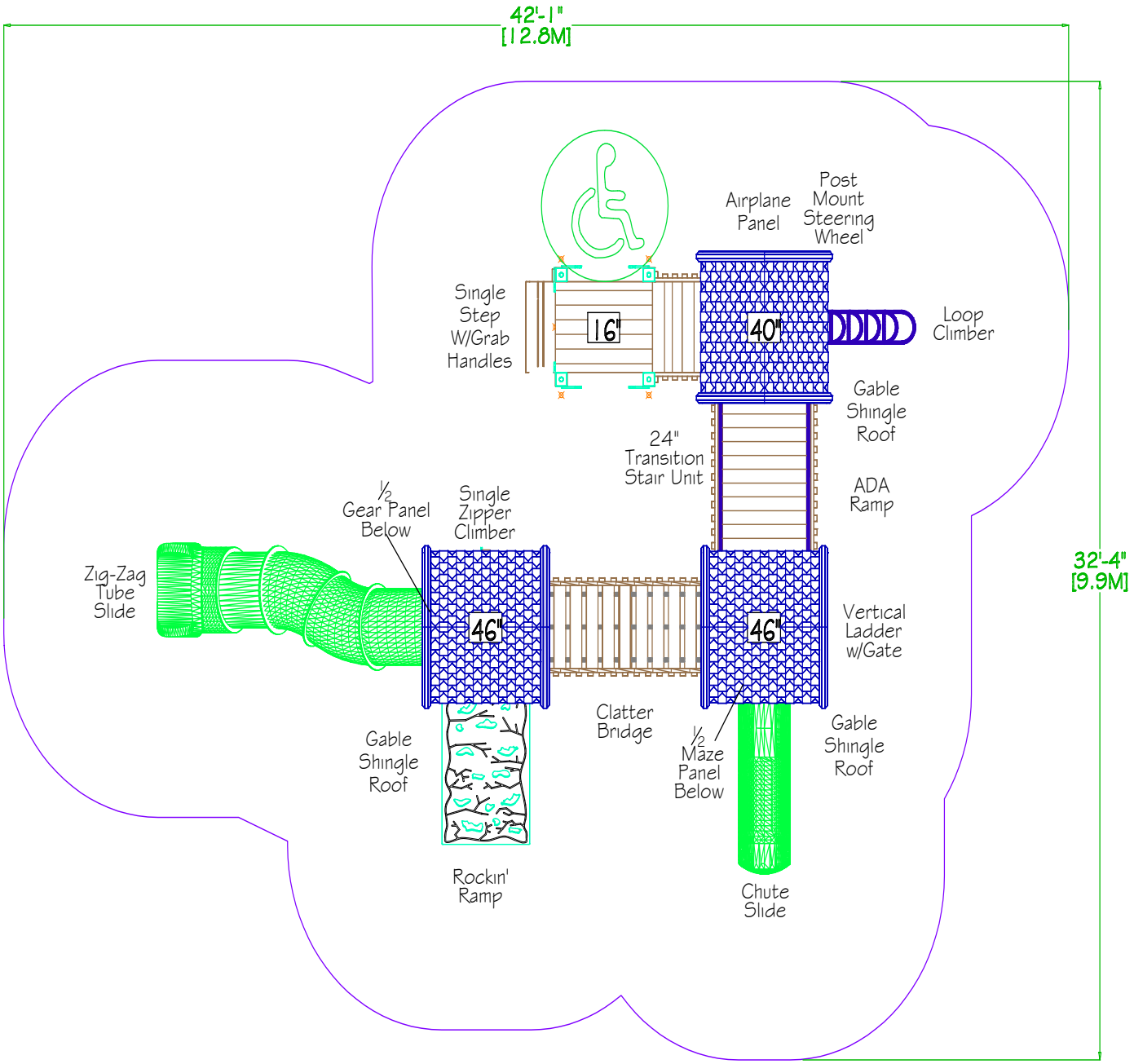
WARRANTY:

A copy of the warranty on equipment, turf or other products is included with this packet. Playgrounds Etc. will assist client in any way necessary when warranty issues arise.

REFERENCES:

References will be supplied upon your request.


GFP-30094



Grounds For Play
A Division of GSF

REFERENCE NUMBER
GFP-30094
RECYCLED STRUCTURE DESIGN

EQUIPMENT SIZE	USE ZONE
31 X 21	43 X 33
AGE GROUP	SURFACE AREA
2-5	977 S.F.

USER CAPACITY	4' TIMBER COUNT
30-35	35

FALL HEIGHT
4'

ADA ACCESSIBILITY

ELEVATED PLAY ACTIVITIES
8

	GROUND LEVEL ACCESSIBLE PLAY ACTIVITIES	GROUND LEVEL ACCESSIBLE ACTIVITY TYPES
REQUIRED	3	3
PROVIDED	3	3

THIS STRUCTURE MEETS OR EXCEEDS CPSC #325 AND ASTM F1487-17 UNLESS OTHERWISE NOTED.

DATE	DRAWN/SAVED BY
12-15-20	WSB / WILLOW.BRANSCUM
SCALE	SHEET
1/4" = 1'-0"	1 OF 3

PAGE
PLAN_VIEW

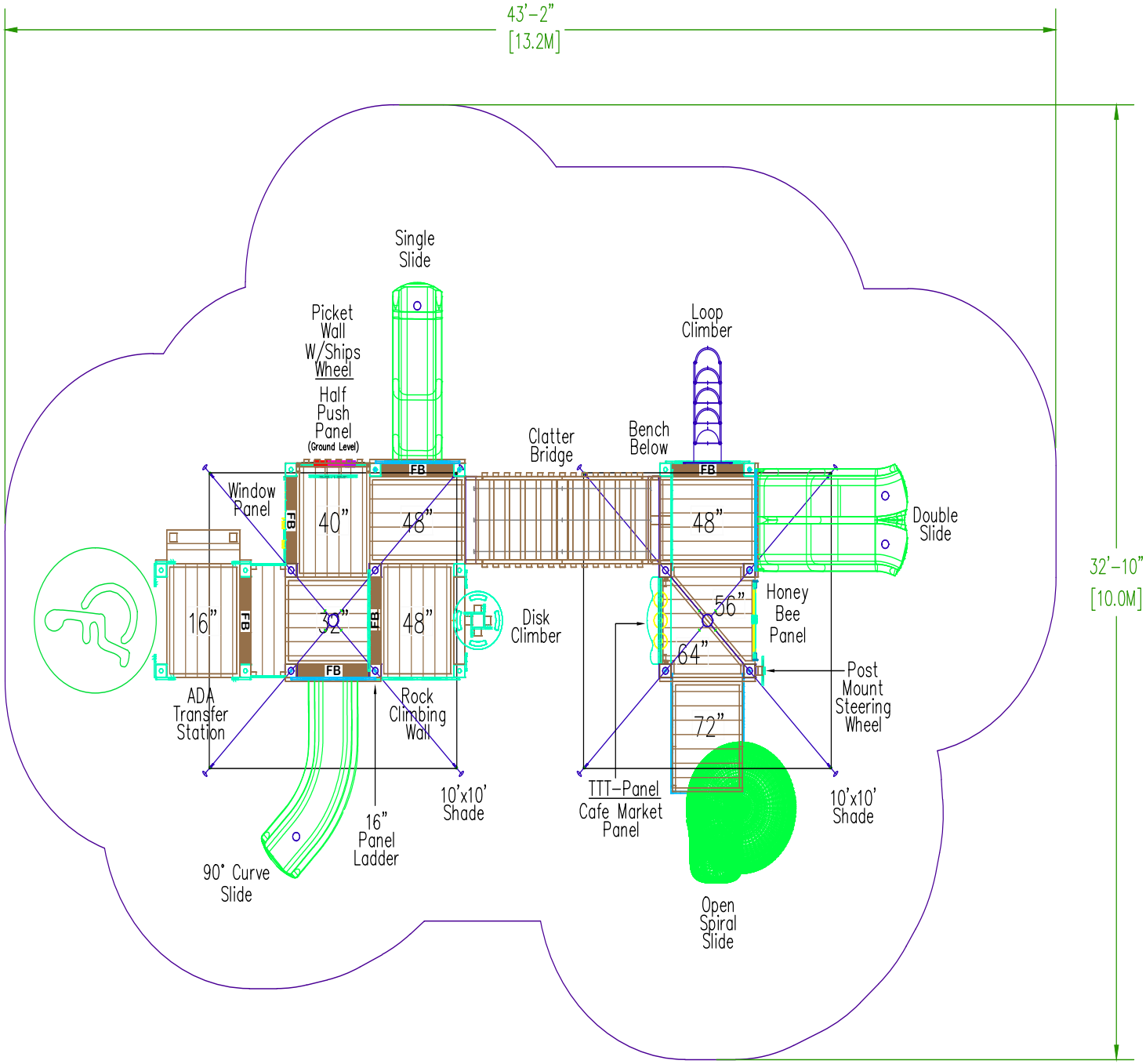
WE RECOMMEND THIS PLAN BE PRINTED ON 11" x 17" PAPER

PLAYGROUND SUPERVISION IS REQUIRED.

THIS DESIGN IS THE PROPERTY OF SUPERIOR RECREATIONAL PRODUCTS AND MAY NOT BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE EXPRESSED WRITTEN CONSENT OF SUPERIOR RECREATIONAL PRODUCTS.



GFP-30211



Grounds For Play
A Division of GSF

REFERENCE NUMBER
GFP-30211
RECYCLED STRUCTURE DESIGN

EQUIPMENT SIZE	USE ZONE
32 X 21	44 X 33
AGE GROUP	SURFACE AREA
2-5	1,044

USER CAPACITY	4' TIMBER COUNT
50-55	35

FALL HEIGHT
6'

ADA ACCESSIBILITY

ELEVATED PLAY ACTIVITIES
12

	GROUND LEVEL ACCESSIBLE PLAY ACTIVITIES	GROUND LEVEL ACCESSIBLE ACTIVITY TYPES
REQUIRED	4	4
PROVIDED	4	4

THIS STRUCTURE MEETS OR EXCEEDS CPSC #325 AND ASTM F1487 UNLESS OTHERWISE NOTED.

DATE	DRAWN/SAVED BY
3/29/2022	WB/CK / CHRIS.KELLER
SCALE	SHEET
1/4" = 1'-0"	1 OF 2

PAGE
PLAN-VIEW

WE RECOMMEND THIS PLAN BE PRINTED ON 11" x 17" PAPER

PLAYGROUND SUPERVISION IS REQUIRED.

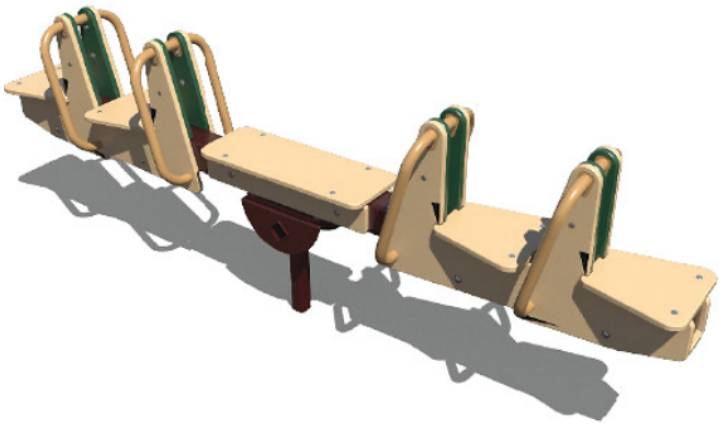
THIS DESIGN IS THE PROPERTY OF SUPERIOR RECREATIONAL PRODUCTS AND MAY NOT BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE EXPRESSED WRITTEN CONSENT OF SUPERIOR RECREATIONAL PRODUCTS.

Playgrounds
BY SUPERIOR RECREATIONAL PRODUCTS

4 Seat See-Saw

TFR04666XX

Age Range: 2-5 **Dimensions**: 9' x 2' **Use Zone:** 21' x 14' **Fall Height:** 2' **Weight:** 500 lbs.



DESCRIPTION

Our take on the classic teeter-totter, the 4-Seat See-Saw Rocker is a must-have addition to any playground. Customize your playground fort by choosing from our wide selection of powder coat and durable HDPE panel colors.

QUICK REFERENCE

Mounting Type: In Ground
Color Scheme: Your Choice of Solid HDPE Panel and Powder Coat Colors
Material Type: Durable HDPE Panel, Powder Coated Steel, Steel Decking

SOLID CORE HDPE

- Yellow
- Red
- Orange
- Terracotta
- Burgundy
- Electric Purple
- Blue
- Ocean Blue
- Spring Green
- Green
- Brown
- Iced Coffee
- Feather Gray
- Black

1.800.327.8774 | srpplayground.com
REV. 06.2018

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.

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

EXHIBIT D – BUILDING WAGE RATES rev 01-01-21

General Decision Number: TX20210261 01/01/2021

Superseded General Decision Number: TX20200261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 28.00	22.35

ENGI0178-005 06/01/2020

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

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* IRON0084-011 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 25.26	7.13

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* PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER	$ 26.05	8.81

SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27	0.00

IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80	0.00
LABORER: Mason Tender - Brick	$ 11.38	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58	0.00
LABORER: Pipelayer	$ 12.49	2.13
LABORER: Roof Tearoff	$ 11.28	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.25	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 16.22	0.34
OPERATOR: Forklift	$ 14.83	0.00
OPERATOR: Grader/Blade	$ 13.37	0.00
OPERATOR: Loader	$ 13.55	0.94
OPERATOR: Mechanic	$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 16.03	0.00
OPERATOR: Roller	$ 12.70	0.00
PAINTER (Brush, Roller, and Spray)	$ 15.00	0.73
PIPEFITTER	$ 25.80	8.55
ROOFER	$ 14.75	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 19.50	0.00

TILE FINISHER.....$ 11.22 0.00

TILE SETTER.....$ 14.74 0.00

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

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

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

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

THE CITY OF MIDLAND

CONTRACT

Contract No. 23003906

THIS CONTRACT, effective the 24 day of May, 2023, by and between the City of Midland, hereinafter referred to as "CITY", and 4B Recreation Group, LLC dba Playgrounds Etc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 130,302.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for the installation of playground equipment and associated improvements at Butler Park. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 107 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Morris Williams Jr., Interim City Manager

ATTEST

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

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____, an officer of 4B Recreation Group, LLC dba Playgrounds Etc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of _____

Playgrounds Etc.
1410 W Texas Ave.
Midland, TX 79701
432-687-6388

Bid

Date	Bid #
5/10/2023	18136

Name / Address	Ship To
City of Midland 300 N. Loraine Ave. Midland, TX 79701	

Rep	P.O. No.	Project Location	Project
JB		Butler Park	Playground and Turf Option 2 R1

Item	Description	Qt	Rate	Total
GFP-30211	Grounds for Play Structure	1	60,673.00	60,673.00T
TFR0684XX	4-Seat See Saw	1	5,751.00	5,751.00T
Freight	Freight	1	4,354.00	4,354.00T
Installation	Installation of equipment listed above at your location.	1	23,723.00	23,723.00T
AF-UT-CS	Approximately 2,000 square feet of Artificial Turf. Includes all materials, freight and labor necessary to install turf over compacted stone base	1	42,429.00	42,429.00T
Bonds	Pay and Performance Bond	1	2,372.00	2,372.00T
BuyBoard Discount	Buy Board Discount Vendor #679-22		-9,000.00	-9,000.00

This bid is good for 30 days

Subtotal	$130,302.00
Sales Tax (0.0%)	$0.00
Total	$130,302.00

Project Proposal

Prepared for

City of Midland, Butler Park

April 2023







Prepared by

Playgrounds Etc
SHADES · SHELTERS · PLAYGROUNDS & MORE

1410 W. Texas Avenue
Midland, Texas 79701
432-687-6388
playgroundsetc.com

About our Company

It has been a pleasure working with you to prepare this bid for your project. I am confident that when you select our company you will find that the products and services we offer will exceed your expectations.

Superior Recreational Products (SRP) is the company that supplies most of the products related to the playground equipment we will be supplying to you. SRP has been in the business of manufacturing playground equipment for over twenty-five years. They own SRP Playgrounds, which is one of the largest playground manufacturer in the world, as well as Superior Shades, Child Works, Litchfield Structures and Webcoat, Inc. who offers site furnishings. We, along with the companies we represent can meet most of your outdoor playground and park equipment needs.

Playgrounds Etc. is based in West Texas at Midland. Our family has been in the commercial playground equipment business for sixteen years. We excel at working with smaller communities, churches and schools. Our personal service and the wide range of companies we represent, is a benefit to you in that we can help you select the most equipment for your money. We work hard to help you select the equipment that best meets your needs and budget instead of delivering a cookie cutter product.

Thank you for taking the time to review our proposal. We encourage you to contact us with your ideas for changes that can make this a better product. Colors, equipment, and the arrangements of activities can be easily changed up to the time that the order is placed. We are very happy to make these changed in order to meet your needs.

I am confident that when you compare our products and pricing with others you will see the value we offer when selecting us as your supplier and service provider for this project. We welcome the opportunity to compare our proposal with our competitors and point out the advantages in selecting Playgrounds Etc.

I look forward to working with you through the final stage of this project

Josh Bartlett

Scope of Work

City of Midland

Playgrounds Etc understands that new construction and dealing with contractors can be stressful and burdensome. Our mission at Playgrounds Etc is to ensure that we make designing, receiving, and installing your new play scape the enjoyable experience that it should be. It has been a pleasure designing and bidding this project for your children. Keeping in mind the many options to consider when designing a new playground, we were able to design a playground that we are certain will best suit the needs of the children, and also meet the pricing objectives of your organization.

Site Preparation (1 Day)

Site preparation can be the most important stage of the process when completing a project of this scale. We will be contacting Dig Tess, which is an organization that will mark any public utilities leading up to, or conflicting with, the designated play area. One aspect of installation that is always considered is the slope of the area. Slope is important to ensure that proper drainage is obtained, thus reducing the amount of water that comes into contact with the play area. Proper drainage will reduce displacement of surfacing materials. We also want to make sure that we do not create any drainage issues for the surrounding facilities. While we are happy to provide machinery for minor excavations in order to complete this process any major excavation will need to be discussed and contracted for beforehand.

Delivery (12-13 Weeks)

The equipment will be shipped via an eighteen wheel truck and trailer to your location. Receiving a shipment of this size can become a burden if the right amount of man power and machinery are not available. Playgrounds Etc will be happy to supply needed man power and/or machinery needed to receive the shipment of equipment and surfacing materials if need be.

Installation (1-2 Weeks)

The next step will be to have all specified equipment installed. The installation will be a full installation, supervised by Certified Playground Safety Inspectors. Our installers will ensure that all equipment is installed in the proper locations, maintaining proper safety zones. The upright posts for the composite units will be concreted in the ground at a depth of 30 inches, in order to ensure stability. Once all the equipment has been installed we will then begin the process of installing the artificial turf.

Clean Up (1 Day)

Playgrounds Etc will be responsible for cleaning up any trash that is left behind from shipping crates or plastic wrapping. Although we are happy to ensure that the playground and surrounding area is free of trash and other debris, we do ask that dumpsters be provided.

Synthetic Turf

The natural look of grass with appropriate impact attenuation and low maintenance



Basics At A Glance

Price	●●●●●	High
Maintenance	●●○○○	Low/Mid
Access	●●●●○	Mid/High
Color Options	○○○○○	None
Warranty	●○○○○	5 Years

Utilizes a two layer system — the top layer a combination of turf fiber and polypropylene and the bottom (cushion) a combination of rubber buffings and urethane or porous closed-cell composite material

Installed to meet necessary fall height requirements

Meets all applicable ASTM standards



Description

Turf is an engineered grass product designed to bring the look of real grass to your environment. Unlike real grass, however, it offers height appropriate impact attenuation and provides the appearance of a beautiful lawn that never needs mowing!

Our turf is available in two weights — a 50 oz. that requires infill and an 80 oz. that does not. Your turf will be laid over a cushion pad to provide drainage and fall attenuation properties up to 12'. After the turf layer is installed, the infill is worked into the blades to discourage flattening. Although infill is not required for the 80 oz. option, it is recommended to aid against blade compaction. Properly installed, it offers adequate drainage, great impact attenuation, long wear, and ADA accessibility in playground applications.

Benefits

- Lower maintenance
- Appealing, natural look and feel
- UV resistant
- Cooler surface temperature than many unitary surface types

Tips

- Great option for nature inspired play areas
- Use in any area where a low maintenance grass look is desirable
- Ask your local representative about additional grass blade types that may be available in your area
- Raking is recommended to distribute infill and discourage blade compaction

Playgrounds Etc LLC
432-687-6388

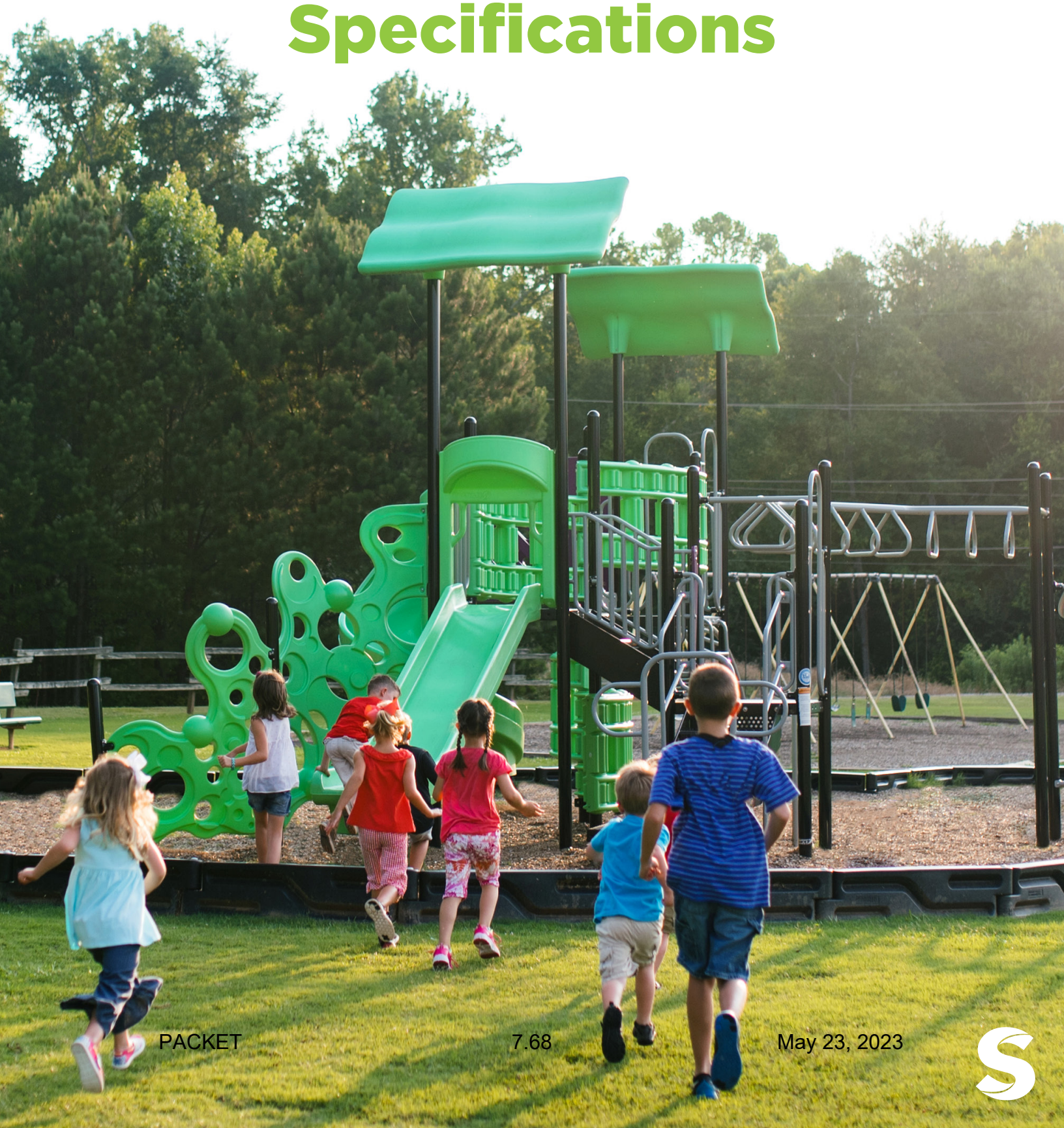
All colors shown are approximate and may vary nationwide

Playgrounds

BY SUPERIOR RECREATIONAL PRODUCTS

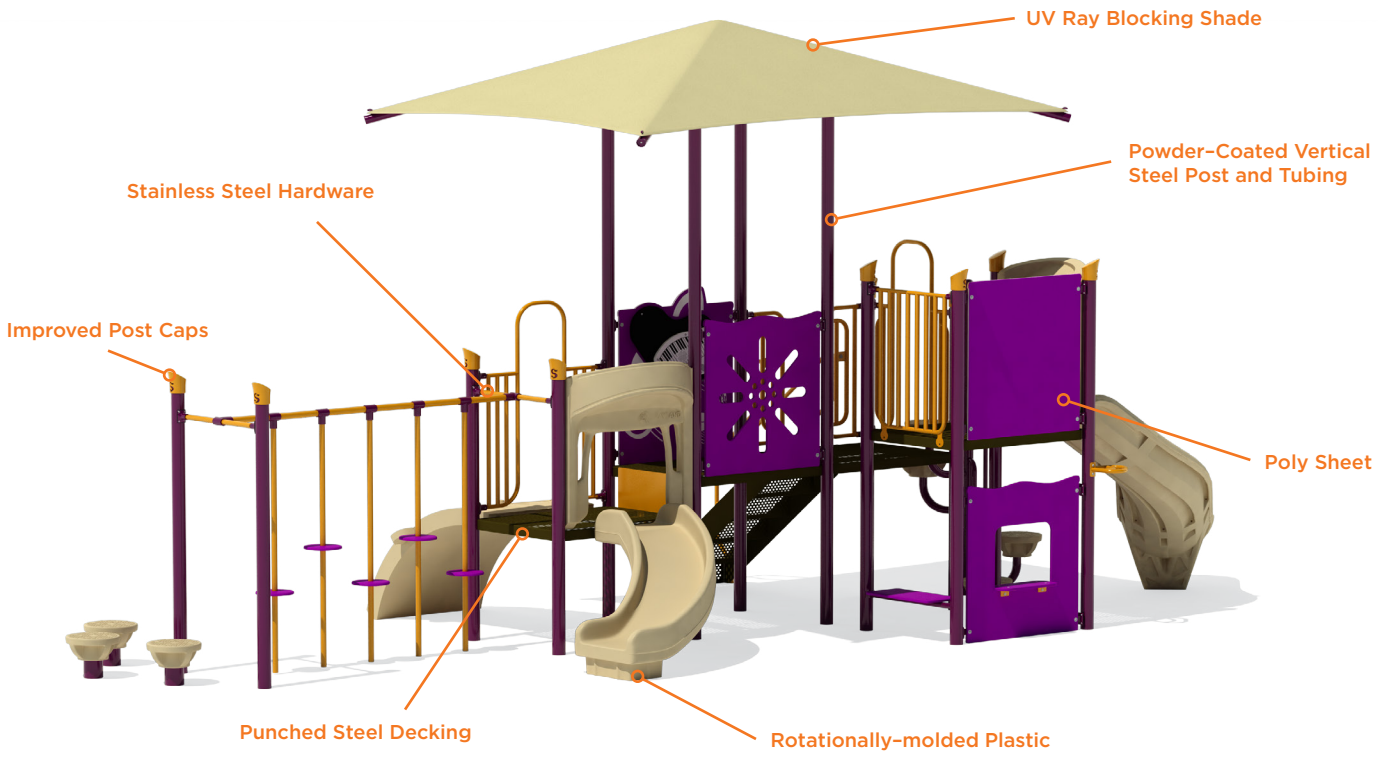
GENERAL PRODUCT

Specifications



General Product Specifications

At Superior Playgrounds, we only use quality playground materials — whether purchasing a steel or recycled structure. Manufactured at our west Georgia manufacturing facility, our playgrounds are proudly made in the USA. You can trust our playgrounds are built to last and will provide fun for years to come.



3.5" Commercial Playground Series
- 3.5" O.D. vertical posts
- 36" deck grid / 46.5" deck grid
- 24" diameter plastic / 30" diameter plastic

5" Commercial Playground Series
- 5" O.D. vertical posts
- 48" deck grid
- 30" diameter plastic

Vertical Posts (Round Steel Tubing)
- 13 gauge galvanized steel (3.5" Series)
- 11 gauge galvanized steel (5" Series)
- 11 gauge galvanized steel (shade verticals)
- 50,000 PSI yield strength (ASTM E-8)
- 55,000 PSI tensile strength (ASTM E-8)
- Triple Flo-Coated corrosion protection - interior and exterior (ASTM B-117)
- Contains a minimum of 30% recycled steel and is 95%-98% recyclable
- Manufactured to ASTM A570

Vertical Posts (R3 Recycled Plastic)
- 6"x6" posts made of HDPE
- Molded in one piece
- UV additives to prevent deterioration from UV light
- Made of 100% recycled material (post-industrial and post-consumer) excluding additives and colorants
- Will not rot, split, crack or splinter for a minimum of 50 years
- Resistant to termites, marine borers, salt spray, oil and fungus



Tubing

- Contains a minimum of 30% recycled steel and is 95%–98% recyclable
- Triple Flo-Coated corrosion protection (interior and exterior)
- Interior and exterior corrosion resistance (ASTM B-117)
- Manufactured per ASTM A570
- 50,000 PSI yield strength (ASTM E-8)
- 55,000 PSI tensile strength (ASTM E-8)

1.25" O.D. Round	14 gauge galvanized steel
1.66" O.D. Round	13 gauge galvanized steel
1.90" O.D. Round	11 gauge galvanized steel
2.375" O.D. Round	3 gauge galvanized steel / 9 gauge steel (Bi-pod/Tri-pod top bar/ Superior Shape frame)
3.5" O.D. Round	13 gauge galvanized steel (3.5" Series)
4" O.D. Square	11 gauge galvanized steel
5" O.D. Round	11 gauge galvanized steel (5" Series)



POST CAPS

- Aluminum alloy (ZL101) aluminum series of tertiary alloys
- Tested using GB/T 1173-1995 (equivalent to ANSI 365.0 specified in ASTM B26/B26M
- Less than 40ppm of lead per IEC 62321:2008 Ed. 1 and US EPA 3050B: 1996
- Powder coat finish

C-LINE FITTINGS

- Aluminum alloy (ZL101, GB/T 1173-1995) aluminum series of tertiary alloys
- Less than 40ppm of lead per IEC 62321:2008 Ed. 1 and US EPA 3050B: 1996
- Mounts to vertical post with gasket and four 0.25"x1" self-tapping screws with patch
- Powder coat finish

SEALING GASKET

- Neoprene rubber
- 60 +/- 5 durometer hardness



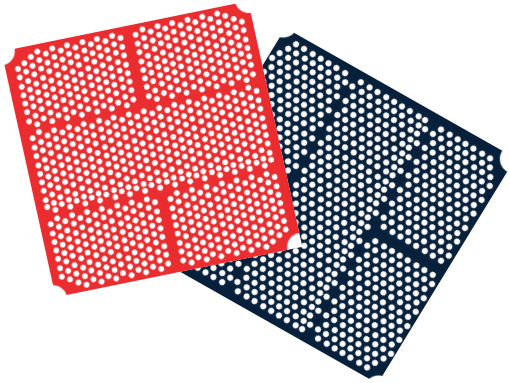
HARDWARE

- Made from stainless steel or corrosion-resistant coated steel
- Conforms to ANSI/ASCE-8-90 (stainless steel)
- Passed 100 hour salt test (corrosion-resistant coated steel)
- Security patch to insure screw locks into vertical pipe (where applicable)
- Most hardware is tamper resistant

R3 RECYCLED PLASTIC COMPONENTS

- Made of HDPE
- Molded in one piece
- UV additives to prevent deterioration from UV light
- Made of 100% recycled material (post-industrial and post-consumer) excluding additives and colorants
- Will not rot, split, crack or splinter for a minimum of 25 years
- Resistant to termites, marine borers, salt spray, oil and fungus





Roto-molded Plastics

- 1st quality linear low density Polyethylene (LDPE)
- Rotational molded with mold-in graphics (where applicable)
- 0.375" wall thickness
- 2,550 psi tensile strength (ASTM D638)
- Melt index per ASTM D1238
- Density per ASTM D4883
- Peak crystallization temperature per ASTM D3418
- Flexural modulus per ASTM D790 Procedure B
- Deflection temperature under load per ASTM D648
- Environmental stress crack resistance, F50 per ASTM D1693 Condition A
- UV stabilized / UV 8 Rating (tested per ASTM G155 cycle 1 guidelines)
- Anti-static inhibitors



Poly Sheet

- 0.75" high density polyethylene sheeting (HDPE)
- Tested in accordance with ASTM D1928 Procedure C
- Density per ASTM D1505
- Melt Index per ASTM D1238
- Tensile Strength and Ultimate Elongation per ASTM D638 Type 4
- Brittleness temperature per ASTM D746
- Flexural modulus per ASTM D790
- Coefficient of linear thermal expansion per ASTM E831
- Textured, matte finish
- UV stabilized
- UL 94 HB fire rating
- Stain and graffiti resistant and will not delaminate, splinter or crack

Punched Steel Items

Decks, Platforms, Ramps, Bridges, Transfer Stations, Stairs, and Steps

- 12 gauge galvanneal steel body
- Formed sides with welded reinforcements (stairs have welded stringers)
- 0.625"x1" diameter slots after coating
- Decks for recycled structures have a plank pattern 5.625" wide with 0.3125" spacing after coating
- Plastisol coating
- Lead-free per 16 CFR Part 1303

Powder Coat

- Initially blasted to a 'white' condition to remove all surface rust and oil, our steel frames are coated electrostatically with an Epoxy TGIC Powder Coating Zinc-Rich Primer. Superior's primer has been tested salt spray tested for over 4,000 hours to insure quality. After the primer application, Superior applies the Super durable Polyester TGIC powder coating electrostatically. After the application of the final coat, a total of 6 mils of finished Powder Coating has been applied, which is backed by 5,000 hours of testing (ASTM Method B117).
- The Limited Warranty for Powder Coating provides for the following after a five year exposure period when applied according to the recommendations listed on the product's technical data sheet and appropriate surface preparation has been utilized.
- The coatings shall retain their original color with a ΔE of < 7.5 units for high chroma colors, (yellows, reds, oranges, etc.) and a ΔE of < 5.0 units for low chroma colors, when tested in accordance with ASTM D 2244.
- The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.
- The coating shall exhibit chalking no worse than a numerical rating of 6, when evaluated in accordance with ASTM D 659-80.

Quality, Standards And Guidelines

American Society for Testing and Materials

The American Society for Testing and Materials is an independent and world renowned developer of technical standards utilized in testing a multitude of products. ASTM's F15.29 committee, met consistently for over a decade in the continual development of the F1487 Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use. The current version is F1487-11, published in 2011.

Access Board (ADAAG)

Guidance Available on Play Area Guidelines: http://www.access-board.gov/news/playguide.htm

Access Board (The United States Architectural and Transportation Barriers Compliance Board) has completed Accessibility Guidelines for Play Facilities as set forth in the Americans with Disabilities Act of 1990. The Final Report of the Regulatory Negotiation Committee is available via the Internet.

IPEMA™

In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates an equipment manufacturer's certification of conformance to the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 & 12.6.1; to CAN/CSA Z614 Children's Playspaces and Equipment, except clauses 9.8, 10 and 11; or both. A list of current validated products may be viewed at www.ipema.org.

U.S. Consumer Safety Product Commission

Handbook for Public Playground Safety: http://www.cpsc.gov/cpscpub/pubs/325.pdf

Superior Warranty

Our warranty guarantees years of unlimited fun!

- **Lifetime*** warranty on steel posts, all stainless steel hardware, component clamps and aluminum post caps
- **25 Year** Limited warranty on recycled posts
- **15 Year** Limited warranty on pipes, rungs, loops and rails, roto-molded plastics, HDPE plastic sheets, punched steel decks
- **10 Year** Limited warranty on Shade fabric
- **5 Year** Limited warranty on Site Amenities, cables and nets
- **3 Year** Limited warranty on "The Original KidsCenter™"
- **1 Year** Limited warranty on moving parts, materials not covered above & water slides

* For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all parts will be free from defects in materials and manufacturing workmanship. This warranty does not cover damage caused by vandalism, misuse or abuse, altered or modified parts, or cosmetic damage such as scratches, dents, or fading or weathering and normal wear and tear. This warranty is valid only if the structures are installed in conformity with instructions provided by Superior Recreational Products using approved Superior Recreational Products parts. Superior Recreational Products will deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for labor or the labor costs of replacement. Warranty claims must filed within the applicable warranty period and accompanied by a sales [illegible] or invoice number.

Color Options

SuperiorPlaygrounds

Metal Colors

Gloss



Matte or Metallic



Plastic Colors



Activity Panel & Panel Colors

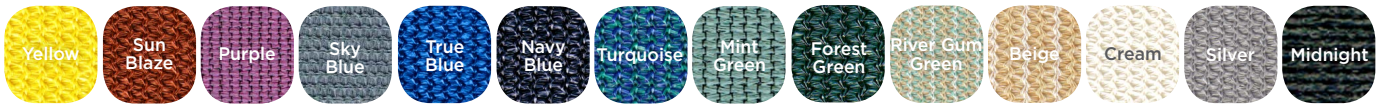
Solid Core



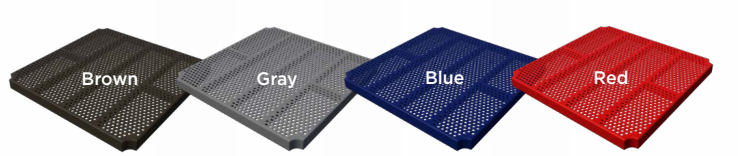
Sandwich Core



Shade Colors | More Available!



Steel Deck Colors

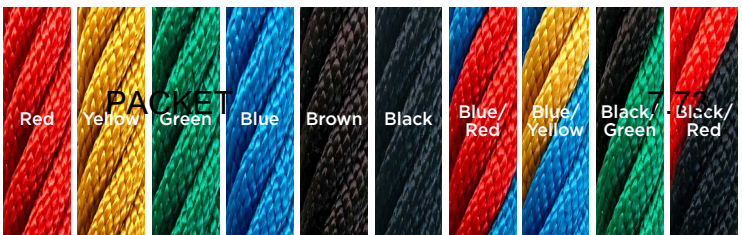


Recycled Deck & Post Colors



*May affect delivery lead time.

Ascend Rope Colors



Belt Seat Colors



PACKET 7.2 May 23, 2023

Color Schemes





Modified Adventure





Plum

Nature



NEW! Succulent

- Feather Gray
- Purple
- Patina



Nature Trail

- Brown
- Iced Coffee
- Spring Green
- Orange



Earth

- Spring Green
- Blue
- Iced Coffee
- Brown



NEW! Wilderness

- Green
- Iced Coffee
- White
- Patina
- Brown



NEW! Terra

- Burgundy
- Iced Coffee
- Spring Green



Forest

- Burgundy
- Iced Coffee
- Green

Modern



Northern Lights
- Dark Blue
- Feather Gray
- Black
- Patina



NEW! Electric
- Chartreuse
- Feather Gray
- Blue
- White



NEW! Santorini
- Blue
- Feather Gray
- Vanilla
- Iced Coffee



Deep Ocean
- Rubbed Bronze
- Feather Gray
- White
- Ocean Blue
- Blue



Modern Marsh
- Feather Gray
- Green
- Spring Green
- Rubbed Bronze



Galaxy
- Dark Blue
- Butterscotch
- Feather Gray
- Black

Colorful



Circus
- Red
- Yellow
- Ocean Blue



NEW! Eclectic
- Chartreuse
- Orange
- Burgundy
- Feather Gray



Spring Bloom
- Ocean Blue
- White
- Spring Green
- Orange



Spring Storm
- Feather Gray
- Spring Green
- Ocean Blue
- Black



Reptile
- Iron Gray
- Yellow
- Spring Green
- Red
- White



Van Gogh
- Rubbed Bronze
- Iron Gray
- Feather Gray
- Deep Periwinkle

Workmanship Warranty

This warranty covers workmanship related to the installation of the products purchased from and installed by Playgrounds Etc for a period of 1 year from the date of installation.

A Note from The Owner

This warranty essentially states that we will stand behind our installation or perform a service call related to improper installation for up to 1 year at no cost to our customer. In actuality, our warranty is better than that. If anything that we install ever fails, regardless of when, and the failure is not due to carelessness, accidental damage, or normal wear and tear, Playgrounds Etc will honor an implied warranty and take care of the matter at no cost to the customer (yes, we really mean that). In other words, if something fails that shouldn't fail, we will take care of it for you. We have always treated our customers like family and we hope that our warranty expresses our feelings towards our customers.

Warranty Exclusions:

The stated warranty is valid only on projects in which Playgrounds Etc is responsible for the complete installation of said project and/or equipment. Playgrounds Etc is not responsible for cosmetic defects such as scratches, dents, marring, fading, damage due to vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather, immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other causes not within Playground's Etc control.

Limitation of Remedies:

Playgrounds Etc is not liable for consequential or incidental damages, including but not limited to: labor cost or lost profits resulting from use of, or inability to use, the products, *or* from the products being incorporated in, or becoming a component of, any other product. If, after a reasonable number of repeated efforts, Playgrounds Etc is unable to repair or replace a defective or non-conforming product, Playgrounds Etc shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy.

Maintenance Recommendations

Daily

1. Visually inspect the entire playground area. Remove all foreign material (i.e. trash, tree branches, etc.). [Reference ASTM F1487, Section 13.2.2]

Weekly

1. Rake the Woodcarpet® as necessary to keep the surface level and the depth sufficient throughout the play area. A level surface is necessary for wheelchair access and compliance with ADA regulations. Woodcarpet Mat® will reduce or eliminate the need to rake the Woodcarpet® under high use areas such as swings and slide exits.
2. Use a leaf blower or broom to keep RecMat® and RecGrass® surfaces clean. A vacuum can be used on RecGrass®. If mud or stain is apparent, a water hose with a pressure spray tip or power washer can be used. Cleaning agents that do not contain bleach can be used moderately, dilute as recommended by the manufacturer and apply with mop or scrubbing device.

Monthly

1. In the play structure use zones, dig down to the subsurface or drain system and measure the depth of Woodcarpet®. Ensure that the depth is sufficient for the fall height of the structure. [Reference ASTM F1487, Section 13.2.1] All equipment footers should be covered with 12" of WOODCARPET®. All play areas installed over a hard surface (asphalt, concrete, etc.) must maintain a minimum of 12" of WOODCARPET® and must have a drain system and wear mats in all high traffic areas. The use of markings on the play structure supports or on the containment barriers is also recommended as a means to ensure sufficient depth. Top off with additional Woodcarpet® as needed.
2. The Woodcarpet® surface must be maintained at a specific distance below some components (i.e. slide exits, swing seats, merry go rounds, transfer stations, etc.). [Reference ASTM F1487].
3. Check and ensure sufficient depth of Woodcarpet® under each Woodcarpet Mat®. A pointed instrument may be used to penetrate through a drain hole in the mat to the base of the Woodcarpet®. Top off as needed. To top off, cut the plastic cable ties on three sides of the mat (this is not necessary if the mat was not anchored), turn the mat over, and add Woodcarpet® to the desired depth. Turn the mat back over, and dig a channel around the 3 edges of the mat, down to the base of the Woodcarpet®. If necessary, use new plastic cable ties to reattach the mat to the anchors. Refill the channel and ensure mat edges are covered so as not to create a trip hazard.
4. Check and ensure that each Woodcarpet Mat® is securely anchored (some Woodcarpet Mat®s are not required to be anchored), and that mat edges are sloped down and covered with Woodcarpet® so as not to create a trip hazard.
5. Visually inspect each Woodcarpet Mat® for holes, tears, exposed anchors and exposed cable. Pvc Woodcarpet Mat®s manufactured prior to 2002 had reinforced cable embedded in the mat. Immediately cut and remove any exposed cable and examine any holes or tears. Holes or tears could be a trip hazard. If the mat contains any hazards, remove the mat and replace with a new mat. Drive any exposed anchors below the base of the Woodcarpet®.
6. If Woodcarpet® is bonded, check for cracks and weaknesses in the bonded layer. Cut out any loose or cracked sections and fill in with fresh Woodcarpet® and adhesive. See Bonded Woodcarpet® installation instructions.

Notes

1. Woodcarpet® appearance and longevity will be enhanced by the removal of weeds or periodic application of an approved weed inhibitor. Application should be done by a certified pesticide applicator and be suitable for human contact. When mowing around the play area, mow so that grass and leaves are blown away from the playground.
2. During a dry season, it may be necessary to wet the surface of the Woodcarpet® with water. When tested, fresh Woodcarpet® was found to be fire resistant because it is made from fresh wood, which has sufficient moisture content. An alternative to periodically applying water would be to apply a fire retardant. Ensure that the retardant is designed to be used on fresh wood and that it is safe for human contact.
3. During a rainy season, check the functioning of the drain system by checking the flow from an outflow pipe immediately after rain or by digging down to the base of the Woodcarpet® to check for standing water. The water level should be below the base of the Woodcarpet® within 30 minutes after the rain ceases. Poor drainage will decrease life expectancy and resiliency.
4. Woodcarpet® contains fresh wood. Fresh wood contains tannins, which are a natural preservative found in living plants and trees that rain will eventually wash out of the Woodcarpet® into the drain system. This dark brown residue is externally harmless to humans and should gradually diminish.
5. During freezing conditions, Woodcarpet® will likely be less resilient, particularly with poor drainage. Restrict use of the area accordingly.
6. These recommendations are based on average climate and playground use conditions. For example, during heavy playground use, more frequent maintenance may be necessary.
7. Due to weather conditions, poor drainage, too much shade, or a combination thereof, bacteria may rapidly colonize, which may lead to fungus growth on the Woodcarpet®. If fungus becomes visible, simply scoop out and dispose of the fungus. Apply a mixture of one part liquid laundry detergent to three parts water to the area with a pump sprayer, or spread lime on the surface and lightly rake into the area.
8. For more information, contact a Zeager representative.

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Customer Reference List

Name and Position	Organization Name	Contact Number
Laurie Williams, Parks Director	City of Midland	432-685-7370
George Fierro, CEO	Midland YMCA	432-682-2551
Junior Fitts, Supervisor	Midland ISD	432-689-1514
Jill Roberts, Principal	Trinity Church of Lubbock	806-777-2690
Lindsey Hayes, Director	Wolfforth United Methodist	806-535-8846
Diane Gourard, CDC Director	Odessa Day Nursery	432-332-6754
Brandi Winans, CDC Director	St. Luke's Day Nursery	432-694-2574
Danny Lee	Monterey Church of Christ	806-445-3680
Steve McLaren, Superintendent	Klondike ISD	806-462-7334
Debbie Cramer, Child Care Director	Crestview Baptist Church	432-681-8200
Charlie Bradley, County Judge	Schleicher County	325-853-2766
Julie Moore, CDC Director	Austin Street Church of Christ	325-646-0855
Nancy Brown, Day Care Director	First Baptist Church, Henrietta	940-538-5217
Jerry Webster, City Manager	City of Tahoka	806-561-4211
Tony Gomez, Facility Director	Glasscock County ISD	432-466-1837
Mary Wood, Day Care Director	Grace Lutheran Church Day Care	432-694-3063
Steve Evans, Maintenance Director	Coleman ISD	432-625-3575
Jill Rainey, City Secretary	City of Gorman	254-734-2317
Maxy Kirk, Rehabilitation Director	Hendrick Hospital, Abilene	325-670-6058
Shawn Crane, CR Kids Director	CrossRoads Fellowship, Odessa	432-368-2500

OUR STAFF

Josh Bartlett
General Manager and CPSI*
Office – 432-687-6388 Cell – 432-301-3175

David Kitch
Design Consultant and CPSI* (Central Texas and South Texas Regions)
Office – 432-687-6388 Cell – 512-560-0142

Kristin Brasher
Design Consultant and CPSI* – (North Texas Region)
Office – 432-687-6388 Cell – 817-701-6846

Julian Garcia
Project Superintendent – CPSI* Office
– 432-687-6388 Cell – 512-484-9963

Jerod Finch
Project Coordinator (West Texas and Panhandle Regions)
Office – 432-687-6388 Cell – 432-254-9795

*Certified Playground Safety Inspector

Nathan Brewer
Project Coordinator (East TX, Central TX and South, TX Regions)
Office – 432-687-6388 Cell – 361-542-8588

Brenda Mendoza
Accounting
Office – 432-687-6388

PURCHASING INFORMATION

PRODUCT CHANGES:

Changes in equipment, surfacing, and other items can be made up to the time contract is signed. Colors, equipment selection and arrangement, quantity of products, size and scope of project may all be changed. We welcome changes and we will be happy to redesign and re-price the project for you. Generally it make take anywhere from a couple of days to two weeks to make these changes for your review.

CONTRACTS:

Once your selection is completed, a contract will be sent to you. This contract specifies the exact equipment and services purchased, including specifications, quantities and expectations as to final appearance. Details as to delivery, the client's participation and the services rendered will be included. Funding details will also be included with the contract. In the event of a supervised installation then additional details regarding equipment required, labor and time schedule will be included.

DELIVERY:

Generally, delivery of playground equipment manufactured by Playland International, as well as any shades or shade structures is approximately six weeks. Delivery of site amenities, surfacing and components is generally two to three weeks.

INSTALLATION:

Full Installation:

Construction crews are scheduled generally to start within two weeks of delivery. Except for substantially large projects, most projects will be completed in a week or less. Our contactors are certified installers and will work with you to make sure your expectations are met as long as safety standards are not compromised

FUNDING:

Company policy provides one-half of the project total price is due upon contract signing. The remaining balance is due within seven days after completion of project or delivery in the event of a supervised installation or if client chooses to install units themselves.

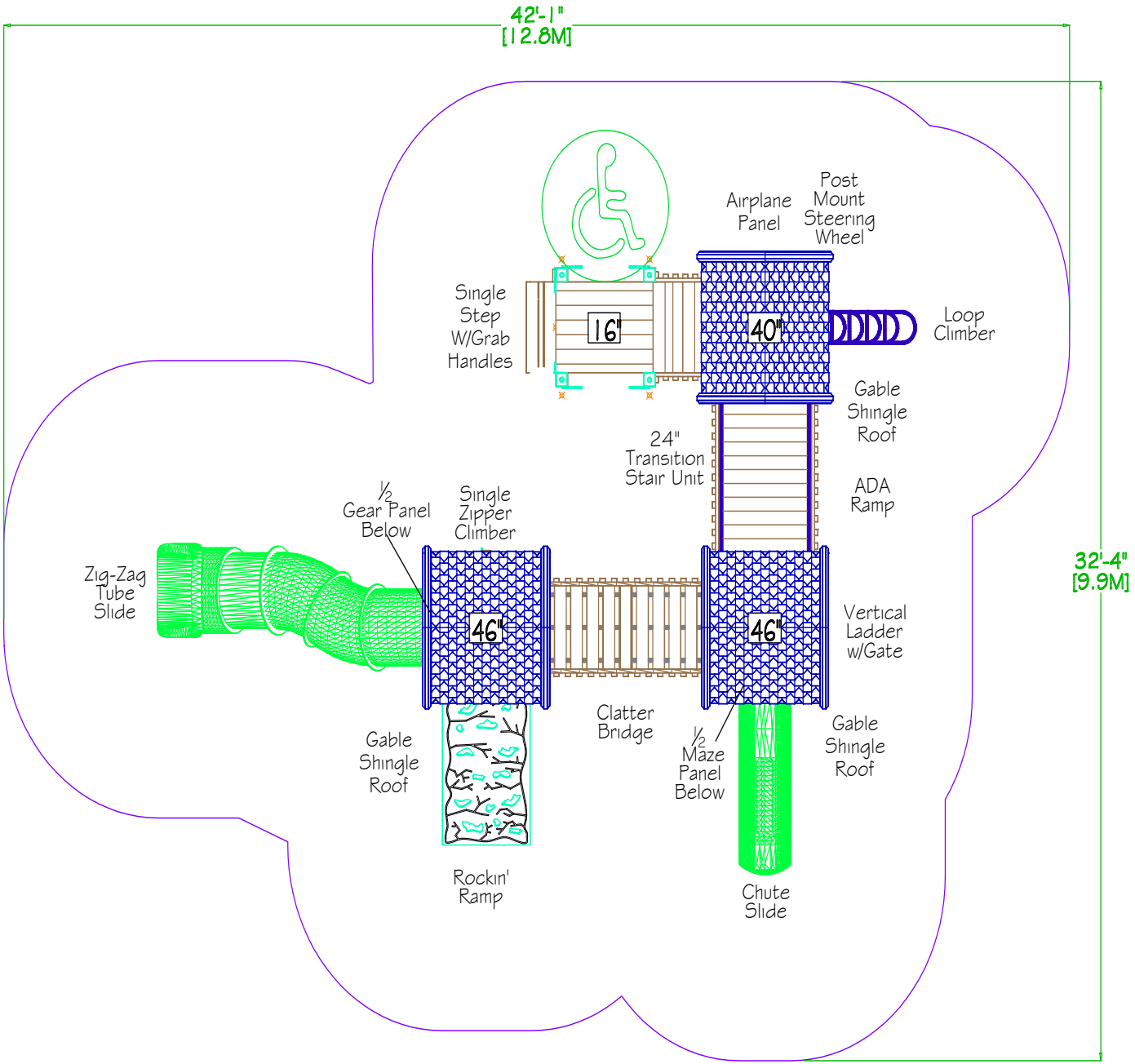
WARRANTY:

A copy of the warranty on equipment, turf or other products is included with this packet. Playgrounds Etc. will assist client in any way necessary when warranty issues arise.

REFERENCES:

References will be supplied upon your request.


GFP-30094



Grounds For Play
A Division of GSF

REFERENCE NUMBER
GFP-30094
RECYCLED STRUCTURE DESIGN

EQUIPMENT SIZE	USE ZONE
31 X 21	43 X 33
AGE GROUP	SURFACE AREA
2-5	977 S.F.

USER CAPACITY	4' TIMBER COUNT
30-35	35

FALL HEIGHT
4'

ADA ACCESSIBILITY

ELEVATED PLAY ACTIVITIES
8

	GROUND LEVEL ACCESSIBLE PLAY ACTIVITIES	GROUND LEVEL ACCESSIBLE ACTIVITY TYPES
REQUIRED	3	3
PROVIDED	3	3

THIS STRUCTURE MEETS OR EXCEEDS CPSC #325 AND ASTM F1487-17 UNLESS OTHERWISE NOTED.

DATE	DRAWN/SAVED BY
12-15-20	WSB / WILLOW.BRANSCUM
SCALE	SHEET
1/4" = 1'-0"	1 OF 3

PAGE
PLAN_VIEW

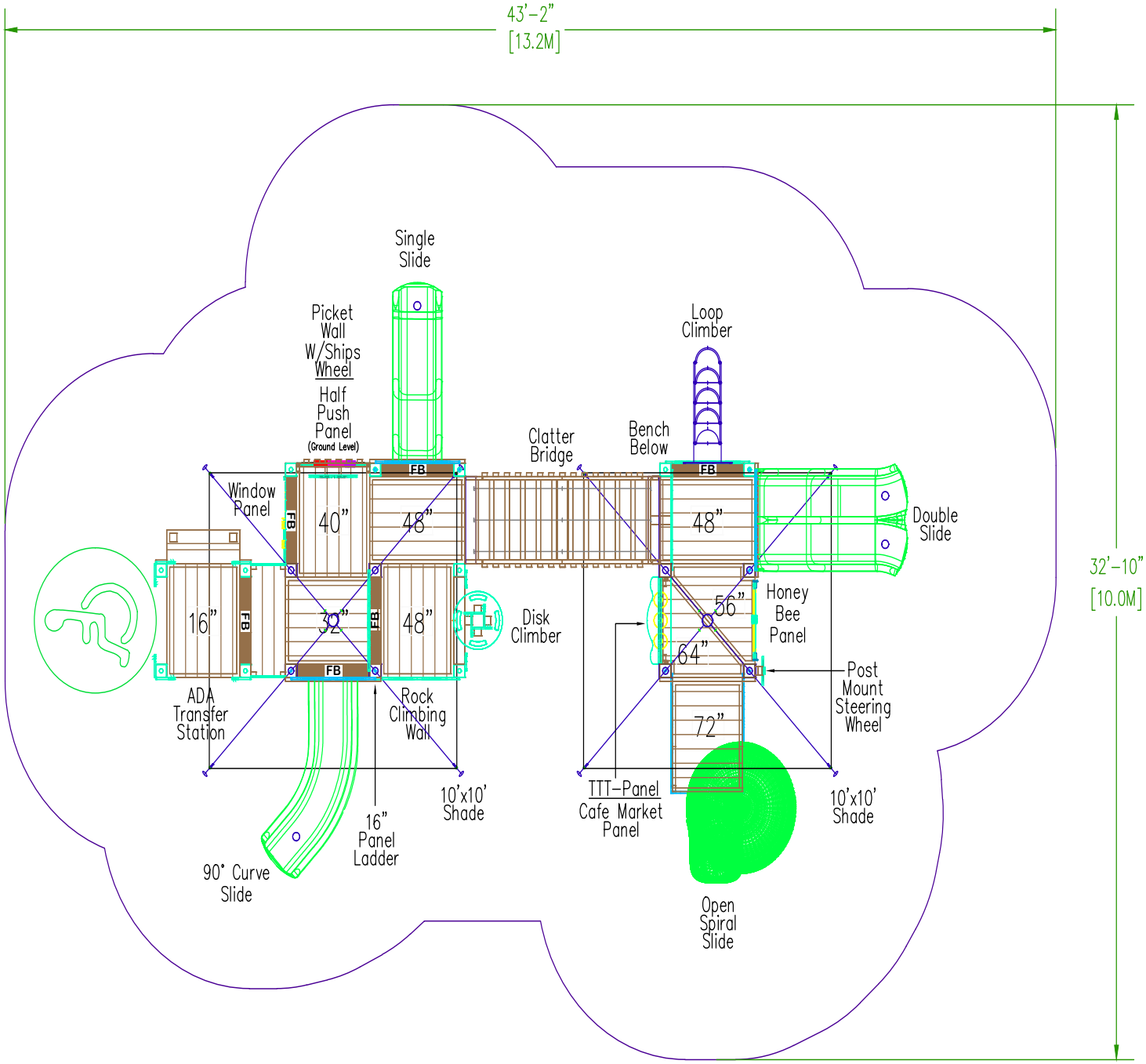
WE RECOMMEND THIS PLAN BE PRINTED ON 11" x 17" PAPER

PLAYGROUND SUPERVISION IS REQUIRED.

THIS DESIGN IS THE PROPERTY OF SUPERIOR RECREATIONAL PRODUCTS AND MAY NOT BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE EXPRESSED WRITTEN CONSENT OF SUPERIOR RECREATIONAL PRODUCTS.



GFP-30211



Grounds For Play
A Division of GSF

REFERENCE NUMBER
GFP-30211
RECYCLED STRUCTURE DESIGN

EQUIPMENT SIZE	USE ZONE
32 X 21	44 X 33
AGE GROUP	SURFACE AREA
2-5	1,044

USER CAPACITY	4' TIMBER COUNT
50-55	35

FALL HEIGHT
6'

ADA ACCESSIBILITY

ELEVATED PLAY ACTIVITIES
12

	GROUND LEVEL ACCESSIBLE PLAY ACTIVITIES	GROUND LEVEL ACCESSIBLE ACTIVITY TYPES
REQUIRED	4	4
PROVIDED	4	4

THIS STRUCTURE MEETS OR EXCEEDS CPSC #325 AND ASTM F1487 UNLESS OTHERWISE NOTED.

DATE	DRAWN/SAVED BY
3/29/2022	WB/CK / CHRIS.KELLER
SCALE	SHEET
1/4" = 1'-0"	1 OF 2

PAGE
PLAN-VIEW

WE RECOMMEND THIS PLAN BE PRINTED ON 11" x 17" PAPER

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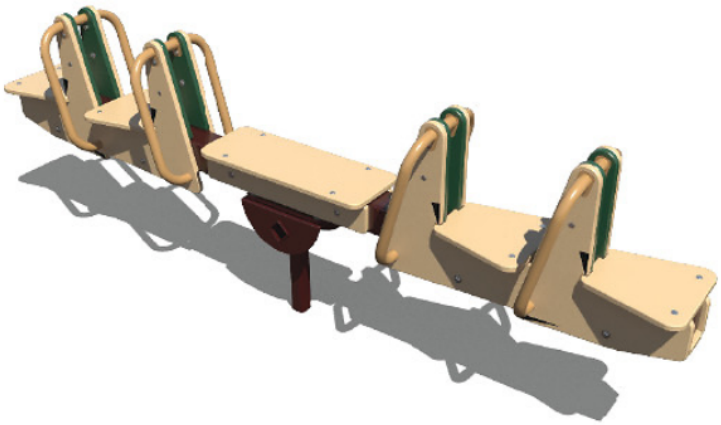
Playgrounds
BY SUPERIOR RECREATIONAL PRODUCTS

4 Seat See-Saw

TFR04666XX

Age Range: 2-5 **Dimensions**: 9' x 2' **Use Zone:** 21' x 14' **Fall Height:** 2' **Weight:** 500 lbs.



DESCRIPTION

Our take on the classic teeter-totter, the 4-Seat See-Saw Rocker is a must-have addition to any playground. Customize your playground fort by choosing from our wide selection of powder coat and durable HDPE panel colors.

QUICK REFERENCE

Mounting Type: In Ground
Color Scheme: Your Choice of Solid HDPE Panel and Powder Coat Colors
Material Type: Durable HDPE Panel, Powder Coated Steel, Steel Decking

SOLID CORE HDPE

- Yellow
- Red
- Orange
- Terracotta
- Burgundy
- Electric Purple
- Blue
- Ocean Blue
- Spring Green
- Green
- Brown
- Iced Coffee
- Feather Gray
- Black

1.800.327.8774 | srpplayground.com
REV. 06.2018

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.

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

EXHIBIT D – BUILDING WAGE RATES rev 01-01-21

General Decision Number: TX20210261 01/01/2021

Superseded General Decision Number: TX20200261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 28.00	22.35

ENGI0178-005 06/01/2020

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

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* IRON0084-011 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 25.26	7.13

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* PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER	$ 26.05	8.81

SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27	0.00

IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80	0.00
LABORER: Mason Tender - Brick	$ 11.38	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58	0.00
LABORER: Pipelayer	$ 12.49	2.13
LABORER: Roof Tearoff	$ 11.28	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.25	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 16.22	0.34
OPERATOR: Forklift	$ 14.83	0.00
OPERATOR: Grader/Blade	$ 13.37	0.00
OPERATOR: Loader	$ 13.55	0.94
OPERATOR: Mechanic	$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 16.03	0.00
OPERATOR: Roller	$ 12.70	0.00
PAINTER (Brush, Roller, and Spray)	$ 15.00	0.73
PIPEFITTER	$ 25.80	8.55
ROOFER	$ 14.75	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 19.50	0.00

TILE FINISHER.....$ 11.22 0.00

TILE SETTER.....$ 14.74 0.00

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

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

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

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

City Council Meeting

Item Number: 8

Meeting Date: May 23, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING A CONTRACT WITH ASTOUND BUSINESS SOLUTIONS, LLC, THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR TEN YEARS OF DARK FIBER SERVICES FOR A TOTAL COST OF $300,000.00 (DISTRICT: ALL) (GENERAL SERVICES)

Purpose:

Resolution awarding a ten (10) year dark fiber service agreement to Astound Business Solutions, LLC through The Interlocal Purchasing System (TIPS) contract # 200105 for a total cost of $300,000.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the FY 2023 General Fund operating budget.

Discussion:

Staff is recommending awarding a (10) year dark fiber service agreement to Astound Business Solutions, LLC through The Interlocal Purchasing System (TIPS) Program. We are members of the TIPS 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. This agreement will enable Midland and Odessa to interconnect their radio systems, share resources and operate as a unified radio system. Please see the attached memo from Jennifer Frescaz, Chief Information Officer, for additional information.

Therefore, please consider a resolution awarding a ten (10) year dark fiber service agreement to Astound Business Solutions, LLC of Princeton, New Jersey through The Interlocal Purchasing System (TIPS) contract # 200105 for a total cost of $300,000.00.

Tina Jaug

City Manager's Office

City Council Agenda Item

DATE: **May 1, 2023**

TO: Erika Martinez, Purchasing Manager

FROM: Jennifer Frescaz, Chief Information Officer

SUBJECT: Consider a resolution approving a 10-Year Dark Fiber lease agreement with Astound Broadband for a total cost of $300,000.00 via TIPS-200105.

Purpose:
Consider a resolution approving a 10-Year Dark Fiber lease agreement with Astound Broadband for a total cost of $300,000.00 via TIPS-200105 to interconnect the City of Midland and the City of Odessa Public Safety Radio Systems.

Discussion:
This fiber lease agreement will enable public safety radio interoperability in the region, allowing the two cities to interconnect their radio systems, share resources, and operate as a unified, extensive radio system. Consequently, this integration will provide redundancy, expand coverage, and allow seamless roaming between the two cities, including Midland and Ector counties.

The monthly payment is $2500.00, and the total cost of the 10-year agreement is $300,000.00 and is budgeted in the ITSD Communications fund 001030-53010.

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH ASTOUND BUSINESS SOLUTIONS, LLC, THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR TEN YEARS OF DARK FIBER SERVICES FOR A TOTAL COST OF $300,000.00

WHEREAS, The Interlocal Purchasing System ("TIPS") is a cooperative purchasing agency with which the City participates with purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Astound Business Solutions, LLC, has submitted a total proposed cost to the City of $300,000.00 for ten years of dark fiber services through TIPS; and

WHEREAS, the Council finds the price proposed by Astound Business Solutions, LLC, through TIPS for said dark fiber services to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Astound Business Solutions, LLC, for said dark fiber services through TIPS;

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

SECTION ONE. That the Interim 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 ten years of dark fiber services, through TIPS, for a total cost of $300,000.00. Said contract being attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION TWO. That funding shall be available in the FY 2023 General Fund operating budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Astound Business Solutions, LLC, in accordance with the provisions of the above-referenced contract upon receipt of proper invoices or statements approved by the Interim City Manager.

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

City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Morris Williams, Jr., Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

AGREEMENT
#23003747

THIS AGREEMENT is made and effective the 24 day of May 2023, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Astound Business Solutions, LLC, hereinafter referred to as "COMPANY."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform Radio Fiber Services (referred to in Exhibit A as "Dark Fiber" Services) for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. COMPANY shall provide those services described in Exhibit "A".

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

3. At any time during the term of this Agreement, CITY may request that COMPANY perform special services (the "Special Services") for additional compensation to be agreed upon by CITY and COMPANY prior to the performance of any Special Services by COMPANY. As used herein, Special Services means any work which is determined by CITY to be necessary for this Agreement, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement and which COMPANY agrees to perform. If CITY and COMPANY reach an agreement on the performance of Special Services, COMPANY shall undertake such Special Services after receiving the authorization from CITY.

4. CITY acknowledges and agrees that COMPANY reserves the right to offer, and may offer, similar services to other government agencies under similar terms and conditions as stated herein except that the revenue share percentage allocated to COMPANY and the other government agency may be negotiated between COMPANY and such other agency based on the specific revenue expectations, agency reimbursed costs, the exact scope of services to be provided by COMPANY, and other agency requirements. COMPANY acknowledges and agrees that CITY shall have no responsibility or liability whatsoever hereunder with respect to any agreement entered into between COMPANY and such other government agency.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY in an amount not to exceed $300,000.00 for the professional services described in Exhibit "A." CITY agrees to pay COMPANY according to the schedule set forth in Exhibit "A", which is attached hereto and incorporated herein for all purposes, upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in Exhibit "A" incurred during the previous month 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 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 from May 24, 2023 until May 23, 2033, unless the project is completed sooner or the Agreement is terminated as provided below.

CITY shall have the right to extend the term of this Contract for four (4) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for 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. Notwithstanding anything in this Article V or elsewhere in this Agreement to the contrary, if CITY terminates the Services during months 1-48 of the Initial Service Term other than because of a material uncured breach of this Agreement by COMPANY, COMPANY will issue to CITY an invoice for an amount equal

to any and all construction costs incurred by COMPANY to be able to provide the Services, which costs COMPANY has not recovered from the MRC paid by CITY for the Services before termination, and CITY will pay COMPANY's invoice in accordance Article XIV(J) below. (The terms "Services", "Initial Service Term", and "MRC" are defined and specified in Exhibit A to this Agreement.)

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: Astound Business Solutions, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
ATTN: Business Solutions (with a copy to Legal Department)

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 shall comply with Texas Government Code § 2252.908, *et seq.*, as amended, and Texas Local Government Code § 176.006, *et seq.*, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

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

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions

contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

ARTICLE XV. INDEMNITY

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY 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 AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS AGREEMENT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION XV SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Morris Williams Jr., Interim City Manager

ATTEST

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

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§

§

COUNTY OF _____§

BEFORE ME, the undersigned authority, on this __ day of _____, 20__ personally appeared, _____, an officer of Astound Business Solutions, LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____

Notary Public, State of Texas

Service Order

Astound Business Solutions Powered by RCN | GRANDE | wave

This Service Order (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, "Provider"), and the customer specified below ("Customer"). Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, and (iii) Wave Business Solutions, LLC.

CUSTOMER	DBA	CUSTOMER CONTACT NAME	CUSTOMER CONTACT INFO
CITY OF MIDLAND		Mr. Gorgees Eskander	Office: Mobile: Email:
CUSTOMER BILLING ADDRESS		**ALTERNATIVE CUSTOMER CONTACT**	**ALTERNATIVE CUSTOMER CONTACT INFO**
CUSTOMER ACCOUNT NUMBER		**SERVICE ORDER REFERENCE NUMBER**	**ACCOUNT SALES REP**
0 -		OP363273	Cassandra Hammond - 775731

INITIAL SERVICE TERM	SEGMENT
120 months	Enterprise

Provider shall provide to Customer the services set forth below (each, a "Service"), at the location(s) set forth below (each, a "Service Site"), in exchange for the one-time, non-recurring installation charge ("NRC"), and the monthly recurring service charges ("MRC") set forth below:

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	Z-LOC DEMARC	A-LOC ADDRESS	A-LOC DEMARC	UNITS	MRC / UNIT	TOTAL MRC	NRC / UNIT	TOTAL NRC
Dark Fiber Pair	119 W 4th St , Odessa, TX 79761, USA	Cust Prem	601 N Loraine St , Midland, TX 79701, USA	Cust Prem	1	$1,250.00	$1,250.00	$0.00	$0.00
Dark Fiber Pair	119 W 4th St , Odessa, TX 79761, USA	Cust Prem	601 N Loraine St , Midland, TX 79701, USA	Cust Prem	1	$1,250.00	$1,250.00	$0.00	$0.00
NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer's premises/suite.						**TOTALS**	**$2,500.00**		**$0.00**

Note: The charges listed above do not include applicable taxes, fees and surcharges.

PROPRIETARY AND CONFIDENTIAL

NOTES

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

	Delina Anderson
Authorized Customer Signature	Authorized Provider Signature
	Delina Anderson
Printed Name	Printed Name
	Director
Title	Title
	05/10/2023
Date Signed	Date Signed

PROPRIETARY AND CONFIDENTIAL

City Council Meeting

Item Number: 9

Meeting Date: May 23, 2023

To: City Council / City Manager

From: Tina Jauz, Assistant City Manager

Subject: MOTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND BUSH TENNIS CENTER, INC., TO ADVERTISE AND PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES (DISTRICT 4) (CITY MANAGER)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on May 1, 2023 a promotional agreement with Bush Tennis Center, Inc., to advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises.

Recommended City Council Action:

Approve

Fiscal Impact:

$995,000.00

Discussion:

This promotional agreement provides $995,000.00 to Bush Tennis Center for the construction of the ACE Athletic Center. The Center will include indoor basketball courts, an indoor turf field, and a high-performance training facility. MDC's disbursement of funds is contingent upon Bush Tennis Center securing $11.2M in total commitments from all public and private sources by December 31, 2024.

Morris Williams Jr.

City Manager's Office

PROMOTIONAL AGREEMENT

THIS AGREEMENT is entered into by and between the MIDLAND DEVELOPMENT CORPORATION ("*MDC*"), an economic development corporation existing under the authority of Chapter 504 of the Texas Local Government Code, and BUSH TENNIS CENTER, INC. ("*BTC*"), a 501(c)(3) organization.

I.
Recitals

WHEREAS, MDC is authorized to expend promotional funds in order to advertise or publicize the City of Midland for the purpose of developing new and expanded business enterprises pursuant to Section 504.105 of the Texas Local Government Code; and

WHEREAS, the MDC Board of Directors finds that the expenditure of promotional funds for BTC's construction of the Bush ACE Athletic Center in Midland will advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises, and will thereby enhance and promote economic development within the City of Midland; and

WHEREAS, it is the desire of the parties hereto to combine their efforts for the purpose of promoting the City of Midland;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MDC and BTC hereby agree as follows:

II.
MDC Funding

MDC agrees to provide to BTC funds in the amount of $995,000.00 (the "*Funds*"), which shall be disbursed in one lump sum subject to the conditions and restrictions set forth herein. MDC's provision of the Funds is contingent upon BTC securing $11,228,370.00 in total commitments from all public and private sources by December 31, 2024, for the construction of the Bush ACE Athletic Center. MDC agrees to remit the Funds to BTC upon written certification by BTC that the $11,228,370.00 has been secured.

III.
Obligations of BTC

A. **The Project.** Contingent upon securing the funding referenced in Section II, BTC agrees to construct the Bush ACE Athletic Center, to be located on the east side of Bush Tennis Center in Midland, Texas, for the purpose of providing a world class

athletic and training facility for residents of the Permian Basin, which shall include five (5) indoor basketball courts, a 50-yard indoor turf field, and an 8,000 square-foot high-performance training facility (the "*Project*"). BTC agrees to use the Funds exclusively for the Project. BTC agrees to exercise its best efforts to advertise, publicize and promote the City of Midland and to advertise, publicize and promote BTC's operations as being located in the City of Midland.

B. **Completion.** Upon completion of the Project, BTC shall certify such to MDC in accordance with Section VII(B). BTC shall allow MDC reasonable access to the Project facilities for purposes of determining BTC's compliance with this Agreement. Such access shall be with representatives of BTC and during normal business hours.

C. **Repayment.** If MDC remits the Funds to BTC in accordance with Section III(A) and BTC subsequently fails to complete the Project by December 31, 2025, BTC shall repay the Funds to MDC upon receiving written demand from MDC.

On or before thirty (30) days following BTC's receipt of written demand for the repayment of the Funds, the Funds shall be repaid, without interest, to MDC. Notwithstanding anything to the contrary contained anywhere in this Agreement, under no circumstances shall BTC be obligated to repay MDC an amount in excess of the total dollar amount of the funds actually received by BTC from MDC under this Agreement.

D. **Records.** BTC shall maintain books of account with correct entries of all expenditures of the Funds provided under this Agreement. BTC shall maintain the Funds provided by MDC in a separate account and may not commingle the Funds with any other monies. BTC shall grant access to all paper and electronic records, books, documents, accounting procedures, practices or any other items relevant to this Agreement to MDC, or such other persons or entities designated by the MDC for the purposes of inspecting, auditing, or copying such books and records. All records, books, documents, accounting procedures, practices or any other items relevant to this Agreement shall be subject to examination or audit by MDC or such other persons or entities designated by MDC for such purposes.

IV.
Term

Upon execution by the parties, this Agreement becomes effective on May 12, 2023, and shall terminate on December 31, 2026, or when terminated by mutual agreement of the parties, or when terminated as hereinafter provided.

V.
Law

The parties are aware of statutory limitations on the use of the funds provided herein under Chapters 501 and 504 of the Texas Local Government Code, and the parties acknowledge that the funds herein granted or guaranteed shall be utilized solely for purposes authorized under that law and by the terms of this Agreement.

VI.
Special Conditions

A. **Financial Commitment.** Notwithstanding any provision hereof which might be interpreted otherwise, MDC's total financial commitment during the term of this Agreement shall not exceed $995,000.00 in the aggregate.

B. **Certification.** As to any certification required under this Agreement, BTC shall provide a letter from its executive director.

C. **Payments.** The payment to be made to BTC under Section II shall be made upon a written request from BTC along with the submission of any certification and all necessary supporting documentation. The payment request and certification/documentation should be directed to MDC Executive Director, 200 North Loraine Street, Suite 610, Midland, Texas 79701.

VII.
General Terms

A. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the parties.

B. **No Third-Party Beneficiary.** The parties' approval of the Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

C. **Legal Relationship.** The parties are not, and shall not be considered as, joint venturers, partners, or agents of each other; and neither shall have the power to bind nor obligate the other, except as set forth in this Agreement. The parties agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another. It is mutually understood and agreed that nothing in

this Agreement is intended or shall be construed as in any way creating or establishing any partnership, joint venture, or agency between MDC and BTC. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability.

D. **Terminations.** This Agreement may be terminated by mutual agreement of the parties or by either party, upon the failure of the other party to fulfill an obligation as set forth herein if the default is not cured within thirty (30) days after written notice from the other party.

E. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

F. **Venue.** The obligations of the parties to this Agreement are deemed to have been performed in Midland County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Midland County, Texas. All payments under this Agreement are deemed to have taken place in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have been performed in Midland County, Texas.

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

H. **Governing Law.** This Agreement is subject to all applicable state and federal laws, and the Company agrees that it will comply in all material respects with all such applicable laws, regulations, orders and rules of the State of Texas and other such governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

I. **Assignment.** This Agreement shall be binding upon the parties hereto and their successors and assigns. This Agreement may not be assigned by BTC without the prior written consent of MDC.

J. **Notices.** All notices to either party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such party at the addresses shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either party hereto may change the address below by sending written notice of such change to the other in the manner provided herein.

If to MDC:	**If to BTC:**
MDC Executive Director 200 N. Loraine St. Ste. 610 Midland, Texas 79701	Executive Director 5700 Briarwood Ave. Midland, Texas 79707

K. **Amendment.** This Agreement may be amended by written instrument executed by both parties expressly stating the intention to amend this Agreement.

L. **Payments.** All payments to either party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such party at the addresses shown below. All payments shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either party hereto may change the address below by sending written notice of such change to the other in the manner provided herein.

If to MDC:	**If to BTC:**
MDC Executive Director 200 N Loraine Ste. 610 Midland, Texas 79701	Executive Director 5700 Briarwood Ave Midland, Texas 79707

M. MDC and BTC hereby agree and acknowledge that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties.

N. This Agreement shall not be effective until approved by the Midland City Council.

[Signature Pages Follow]

IN WITNESS WHEREOF, the MDC and BTC have executed this Agreement on the _____ day of _____, 2023.

MIDLAND DEVELOPMENT CORPORATION

_____
Chase Gardaphe, Chairman

ATTEST:

_____
Jill Pennington, Secretary

[Signature Page Follows]

City Council Meeting

Item Number: 10

Meeting Date: May 23, 2023

To: City Council / City Manager

From: Tina Jauz, Assistant City Manager

Subject: MOTION AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT WITH THE MIDLAND DEVELOPMENT CORPORATION PROVIDING FOR CERTAIN INFRASTRUCTURE IMPROVEMENTS LOCATED AT THE INTERSECTION OF SINCLAIR AVENUE AND STATE HIGHWAY 158 (DISTRICT 4) (CITY MANAGER)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on May 1, 2023 the execution of an economic development agreement with the City of Midland providing for certain infrastructure improvements located at the intersection of Sinclair Avenue and State Highway 158; and authorizing payment therefor.

Recommended City Council Action:

Approve

Fiscal Impact:

$86,000.00

Discussion:

This agreement provides for the MDC funding $86,000.00 for engineering and design work for median additions at the intersection Sinclair Avenue and SH 158. This work will be completed according to City of Midland and TXDOT specifications and the completed work will be donated to TXDOT. The City of Midland has contracted directly with Maverick Engineering for this work. The MDC will reimburse the City of Midland.

Morris Williams Jr.

City Manager's Office

ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the **MIDLAND DEVELOPMENT CORPORATION** ("*MDC*"), an Economic Development Corporation existing under the authority of Chapter 504 of the Texas Local Government Code, and the **CITY OF MIDLAND, TEXAS** ("*City*"), a home-rule municipal corporation.

I.
Recitals

A. MDC and City desire to set forth the terms and conditions upon which Eighty-Six Thousand and No/100 Dollars ($86,000.00) in incentive funds will be provided to City as consideration for its engineering and design work for median additions to be located at the intersection of State Highway 191 and State Highway 158 (the "*Project*").

B. The Project will facilitate commercial and industrial development in the City of Midland.

C. The MDC Board of Directors (the "*Board*") and the City Council of the City of Midland, Texas (the "*Council*") find that the purpose of this Agreement qualifies as an infrastructure improvement project under Section 501.103 of the Texas Local Government Code, and is therefore eligible for MDC funding.

D. The Board and the Council find that the Project and expenditures therefor are required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises within the City of Midland.

E. The Board and the Council find that this Agreement does not constitute a direct incentive to or expenditure on behalf of a business enterprise as described in Tex. Loc. Gov't Code § 501.158.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MDC and City hereby agree as follows:

II.
MDC Funding

A. **Design Funds.** Within fifteen (15) days after receiving written notice from City that City has entered into a contract with a third party for completion of the Project, MDC shall provide to City incentive funds for in the amount of City's financial obligations under such agreement (the "*Design Funds*"). Notwithstanding any contrary provision contained herein, the Design Funds due and payable pursuant to this Agreement shall not exceed a total of Eighty-Six Thousand and No/100 Dollars ($86,000.00).

B. **Total Funds.** It is expressly understood that the Funds, cumulative in their amounts, shall not exceed a total of Eighty-Six Thousand and No/100 Dollars ($86,000.00). MDC agrees to forgive repayment of the Funds if the conditions contained in Section III are met.

III.
Obligations of City

A. **The Project.** City agrees to engage in (or provide for) the following activities in furtherance of the Project: engineering and design work for the addition of medians at the intersection of State Highway 191 and State Highway 158. A depiction of the Project scope is contained in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

B. **Completion.** Upon completion of the Project, City shall certify such to MDC in accordance with Section VII.B.

C. **Repayment of Design Funds.** If City fails to provide for provide for the completion of the engineering and design work for the Project by December 31, 2024 (the "*Design Completion Date*"), then City agrees to repay all unused Design Funds to MDC. Any repayable Design Funds shall be repaid, without interest, within thirty (30) days following City's receipt of written notice from MDC that any portion of the unused Design Funds are due to be repaid pursuant to this Section.

D. **Extensions.** The Design Completion Date set forth herein may be extended upon a written request from City to MDC for an extension of the time allowed to complete City's obligations required by this Agreement, and MDC providing to City written approval of such request.

IV.
Term

Upon execution by all of the parties, this Agreement becomes effective on May 23, 2023, and shall terminate when the requirements set forth in Sections II and III are completed, or when terminated by mutual agreement of the parties, or when terminated as hereinafter provided.

V.
Law

The parties are aware of statutory limitations on the Funds and the use of the Funds under Chapters 501 and 504 of the Texas Local Government Code, and the parties acknowledge that the Funds herein granted or guaranteed shall be utilized solely for purposes authorized under that law and by the terms of this Agreement.

VI.
Documents

Prior to any payment by MDC, City shall deliver to MDC an executed copy of this Agreement.

VII.
Special Conditions

A. **Financial Commitment.** Notwithstanding any provision hereof which might be interpreted otherwise, MDC's total financial commitment during the term of this Agreement shall not exceed Eighty-Six Thousand and No/100 Dollars ($86,000.00) in the aggregate.

B. **Certification.** As to any certification required under this Agreement, City shall provide a letter from the City Manager. E-mail is an acceptable form of certification under this Agreement.

C. **Payments.** Payments to be made to City under Section II shall be made upon a written request from City and completion of all necessary supporting documentation. The payment request and documentation should be directed to MDC Executive Director, 200 North Loraine Street, Suite 610, Midland, Texas 79701.

VIII.
General Terms

A. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the parties.

B. **No Third-Party Beneficiary.** The parties' approval of the Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

C. **Legal Relationship.** The parties are not, and shall not be considered as, joint venturers, partners, or agents of each other; and neither shall have the power to bind nor obligate the other, except as set forth in this Agreement. The parties agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another. It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing any partnership, joint venture, or agency between MDC and City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability.

D. **Terminations.** This Agreement may be terminated by mutual agreement of the parties or by either party, upon the failure of the other party to fulfill an obligation as set forth herein if the default is not cured within thirty (30) days after written notice from the other party.

E. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

F. **Venue.** The obligations of the parties to this Agreement are deemed to have been performed in Midland County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Midland County, Texas. All payments under this Agreement are deemed to have taken place in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have been performed in Midland County, Texas.

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

H. **Law.** This Agreement is subject to all applicable state and federal laws, and the parties agrees that they will comply in all material respects with all such applicable laws, regulations, orders and rules of the State of Texas and other such governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

I. **Assignment.** This Agreement shall be binding upon the parties hereto and their successors and assigns. This Agreement may not be assigned by City without the prior written consent of MDC.

J. **Notices.** All notices to either party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such party at the addresses shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either party hereto may change the address below by sending written notice of such change to the other in the manner provided herein.

If to MDC:	**If to City:**
MDC Executive Director 200 N. Loraine St., Suite 610 Midland, Texas 79701	City Manager City of Midland P.O. Box 1152 Midland, Texas 79702

K. **Amendment.** This Agreement may be amended by written instrument executed by both parties expressly stating the intention to amend this Agreement.

L. **Payments.** All payments to either party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such party at the addresses shown below. All payments shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either party hereto may change the address below by sending written notice of such change to the other in the manner provided herein.

If to MDC:	**If to City:**
MDC Executive Director 200 N. Loraine St., Suite 610 Midland, Texas 79701	City Manager City of Midland P.O. Box 1152 Midland, Texas 79702

M. MDC and City hereby agree and acknowledge that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties.

N. This Agreement shall not be effective until approved by the Council.

IN WITNESS WHEREOF, MDC and City have executed this Agreement on the _____ day of _____, 2023.

MIDLAND DEVELOPMENT CORPORATION

_____
Chase Gardaphe, Chairman

ATTEST:

_____
Jill Pennington, Secretary

[Signature Page Follows]

CITY OF MIDLAND, TEXAS

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

DocuSign Envelope ID: 06A81C85-0F99-4AE6-A284-5FB4D98CFEF5

TASK ORDER NO. M10 2023

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and **Maverick Civil and Survey LLC** ("COMPANY"), dated **December 6, 2022** ("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: **M 10 2023**
PROJECT NAME: **Hwy 158 and 191 Median Addition**

PART 1.0 PROJECT DESCRIPTION:

Provide thorough design topography and ultimate construction documents in order to install Medians along Hwy 158 per the original plans performed by Costco.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

Survey Engineering Services

Design Topography **Estimated not to Exceed: $15,000**

Maverick will perform a topographical survey within the TXDOT right of way of Hwy 191 and Hwy 158 at the intersection and further extending out to Brandy Hill Road. This topography will include horizontal and vertical location of visible and/or marked utilities, including, but not limited to water, sanitary sewer, storm drain, electric, telephone and gas. The inverts of any conflicting sanitary sewer and storm drain are also included. Topography will generally be shot on a 50 foot interval grid extending out 25 feet to either side of the property limits where access allows. 811 will be called in order to pick up any dry or wet utilities that might affect design layout.

Civil Engineering Services

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Project Management and Administration **Estimated not to Exceed: $16,000**

Maverick will provide oversight Project Management throughout the course of the design. We have estimated 80 hours of Principle Time to complete the project. This will include, but is not necessarily limited to the following:

- Client and Governing Agency Meetings
- Site Plan Development Meetings
- Cost Estimates
- Various Exhibits for Project Coordination
- Dry Utility Coordination
- Coordinate with TXDOT

Design and Construction Documents for Median along Hwy 158 from Hwy 191 intersection **Estimated not to Exceed: $55,000**

Maverick will design Traffic Medians from the intersection of Hwy 191 and Hwy 158 extending out to Bradley Hill Road according to City of Midland Standards and TXDOT Specifications and Specifications along with having to put the plans into a hybrid model of TXDOT formatting. This design will include horizontal and vertical location of grades and geometry relating to the intersection proposal along with taking into account utilities and drainage conflicts.

Maverick has been supplied several plan sets for reference and will utilize those plan sets as the scope of this project. Maverick will prepare the design document including and not limited to grading, Paving, and drainage plans for the Median Extents, in Plan and Profile View. Plans will be based on the approved site analysis and in compliance with the City of Midland requirements and TXDOT requirements. Plans will be prepared at a scale of 1"=20'. This plan covers Schematic Design, Design Development, Grading Design, Dimensional Control Plan and Onsite Paving Plan.

Plans will be in 22 x 34 and 11 x 17 formatting and will also adhere to TXDOT guidelines to their allowance.

Total Estimated Fee: $86,000

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE: **Cannot exceed September 30th, 2023**

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

12/12/2022

This Task Order is executed this _____ day of _____, 20___.

CITY OF MIDLAND, TEXAS			
"CITY"		"Maverick Civil and Survey, LLC"	
BY:	DocuSigned by: Robert Patrick BA5C699AC520492	BY:	[signature]
NAME:	Robert Patrick	NAME:	Andrew L. Mellen Jr. P.E.
TITLE:	City Manager	TITLE:	Managing Partner
ADDRESS:	P.O. Box 1152 Midland, TX 79702	ADDRESS:	1909 W. Wall St. Suite "K" Midland TX 79701

City Council Meeting

Item Number: 11

Meeting Date: May 23, 2023

To: City Council / City Manager

From: Tina Jauz, Assistant City Manager

Subject: MOTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND KIMLEY-HORN AND ASSOCIATES, INC., FOR PROFESSIONAL SERVICES RELATED THE WIDENING AND IMPROVING OF STATE HIGHWAY 158 FROM SINCLAIR AVENUE TO WADLEY AVENUE, AND FROM WADLEY AVENUE TO BRIARWOOD AVENUE (DISTRICT 4) (CITY MANAGER)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on May 1, 2023 the execution of a professional services agreement with Kimley-Horn and Associates, Inc., in the amount of $1,443,050.00 for professional services related the widening and improving of State Highway 158 from Sinclair Avenue to Wadley Avenue, and from Wadley Avenue to Briarwood Avenue; and authorizing payment for said agreement.

Recommended City Council Action:

Approve

Fiscal Impact:

$1,443,050.00

Discussion:

This agreement provides for the MDC contracting directly with Kimley-Horn for professional services for design and engineering to widen SH 158 from a 2-lane rural roadway to a 5-lane urban arterial between Sinclair Avenue and Briarwood Avenue. This work will be completed according to City of Midland and TXDOT specifications and the completed work will be donated to TXDOT.

Morris Williams Jr.

City Manager's Office

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and effective the 23rd day of May, 2023, by and between the MIDLAND DEVELOPMENT CORPORATION ("*MDC*"), and KIMLEY-HORN AND ASSOCIATES, INC. ("*COMPANY*"). MDC and COMPANY are at times individually referred to as a "*Party*" and collectively referred to as the "*Parties.*"

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform engineering services to provide MDC with certain plans, specifications, and estimates for widening and improving State Highway 158 from Sinclair Avenue to Wadley Avenue, and from Wadley Avenue to Briarwood Avenue (the "*Services*"). The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

COMPANY shall provide the Services in a manner consistent with the same level of skill and care as other professionals that perform similar services for similar projects in approximately the same region and at approximately the same point in time. COMPANY represents that any employee who performs the Services shall be fully qualified and competent to perform the Services.

ARTICLE III. FINANCIAL CONSIDERATIONS

MDC agrees to pay COMPANY an amount not to exceed One Million Four Hundred Forty-Three Thousand Fifty and No/100 Dollars ($1,443,050.00) for the performance of the Services. MDC agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees incurred and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the MDC Executive Director. All additional and/or reimbursable expenses must be approved by the MDC Executive Director prior to incurring such expenses.

Within thirty (30) days of the date COMPANY's invoice is received by MDC, MDC shall pay the full amount of such invoice; provided, however, that if MDC objects to any portion of an

invoice, MDC shall notify COMPANY of MDC's objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, MDC shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from May 23rd, 2023 until September 30, 2024, unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement, or any interest, right or privilege herein, without obtaining MDC's prior written consent. The issue of whether to grant such consent shall be in the sole and absolute discretion of MDC.

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

All reports, information and other data ("*Instruments of Service*") given to, prepared or assembled by COMPANY under this Agreement, and any other related document or item shall become the sole and exclusive property of MDC. The Instruments of Service shall be promptly delivered, without restriction, to MDC and such other persons or entities as MDC may designate; provided, however, that COMPANY may make copies of the Instruments of Service for its files.

ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer, agent, servant or employee of MDC. COMPANY shall have exclusive control of and the exclusive right to control the details of the Services and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The Parties acknowledge and agree that the doctrine of *respondeat superior* shall not apply as between MDC and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between MDC and COMPANY. No person performing the Services shall be considered an officer, agent, servant or employee of MDC. Further, it is specifically understood and agreed that nothing in this Agreement is intended nor shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" that would give rise to vicarious liability. COMPANY is an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor. MDC does not have the power to direct the order in which the services are performed. MDC shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for performing the Services, and is entirely free to perorm the Services in its own way.

ARTICLE IX. INSURANCE

During the term of this Agreement, COMPANY shall maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

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

The Commercial General Liability policy shall be on a per project aggregate, including

completed operations, and shall be on a claims-occurred basis. This policy shall name MDC as an additional insured and waive subrogation in favor of MDC.

The Business Automobile Liability policy shall cover any vehicle for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the Services. This policy shall name MDC as an additional insured and waive subrogation in favor of MDC.

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

All insurance policies required by this Agreement shall (i) provide for a waiver of subrogation in favor of MDC, and (ii) name MDC as an additional insured on a claims-occurred basis (except for the Workers' Compensation policy). Prior to any reduction or termination of the insurance policies referenced herein, COMPANY shall ensure that its insurance provider submits written notice to MDC no later than thirty (30) days prior to the reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that perform the Services to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the MDC and that name the MDC as an additional insured on a claims-occurred basis (except Workers' Compensation).

Prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that requirements of this Article have been met, which shall be subject to the approval of MDC. MDC shall not be required to provide any insurance pursuant to this Agreement.

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law and this Agreement is the sole and exclusive responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the Executive Director, in his/her sole and absolute discretion, modify the insurance requirements contained in this Article.

ARTICLE X. ATTORNEY FEES

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT AND HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement, MDC is not waiving its right of governmental immunity. MDC is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

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

ARTICLE XIII. RELEASE

EXCEPT REGARDING PAYMENTS DUE TO COMPANY UNDER THIS AGREEMENT, BUT NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC AND ITS AGENTS, BOARD MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws

of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

C. Notice. Any notice or demand made regarding this Agreement shall be made in writing and delivered, either in person or by certified or registered mail, at the addresses provided below. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service.

If to MDC: Midland Development Corporation
200 North Loraine Street, Suite 610
Midland, Texas 79701

If to COMPANY: Kimley-Horn and Associates, Inc.
4411 98th Street, Suite 300
Lubbock, Texas 79424

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

D. Severability. If one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision were never contained herein.

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

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of this Agreement shall be binding unless such is evidenced in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

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

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said statutes and regulations are made terms and conditions of this Agreement, to which the Parties have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the Executive Director written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the Executive Director within the time and manner provided herein shall exonerate, excuse and except MDC from any liability whatsoever. MDC is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. MDC reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

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

J. Prompt Pay Act. The Parties agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive the MDC's governmental immunity.

K. Compliance. COMPANY shall comply with Texas Government Code § 2252.908, *et seq.*, as amended, and Texas Local Government Code § 176.006, *et seq.*, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of

this Agreement;

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

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to MDC any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of MDC; and (iii) on completion of the Agreement, either (a) provide at no cost to MDC 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 MDC.

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 MDC is hereby made void and of no force or effect. MDC's sole and exclusive obligations under this Agreement are contained in the provisions of this

Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Pages Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

MIDLAND DEVELOPMENT CORPORATION

Chase Gardaphe, Chairman

ATTEST:

Jill Pennington, Secretary

[Signature Page Follows]

KIMLEY-HORN AND ASSOCIATES, INC.:

By: Scott R Arnold

Name: Scott R. Arnold

Title: Vice President

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this 5th day of May, 2023 personally appeared, SCOTT R. ARNOLD, an officer of KIMLEY-HORN AND ASSOCIATES, 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 5th day of May, 2023.

DANA LYNN HORTON
Notary Public, State of Texas
Comm. Expires 06-21-2024
Notary ID 130708876

Notary Public, State of Texas

SH 158 Geometric Layout
FROM: Sinclair Road
TO: Wadley Avenue

PART 1.0 PROJECT UNDERSTANDING

A. Project Description

The ENGINEER shall provide engineering services required for the preparation of a Geometric Layout (plan and profile) and Opinion of Probable Construction Cost (OPCC) for SH 158 from Sinclair Road to Wadley Avenue located in Midland, Texas. The roadway improvements will consist of widening SH 158 from a 2-lane rural roadway to a 5-lane urban arterial, designed to City of Midland and/or TxDOT specifications. These services will consist of data collection, survey, geotechnical pavement cores, subsurface utility engineering, preparing preliminary roadway design, preliminary hydrologic and hydraulic design, and preliminary signing and pavement markings necessary to support the design process.

Currently, SH 158 is a 2-lane rural roadway with shoulders and increases to a 5-lane roadway, with curb and gutter, at the intersection of Sinclair Road. This project is 0.7-mile long, with 150-foot Right of Way (ROW) and will tie into proposed intersection improvements (to be completed as a separate project) at Sinclair Road and tie into proposed intersection improvements (to be completed as a separate project) at Wadley Avenue. The design of this project will assume that the Sinclair Road and Wadley Avenue intersection projects will be constructed prior to this project construction.

B. Design Criteria

The ENGINEER shall prepare all work in accordance with the latest version of applicable City and State procedures, specifications, manuals, guidelines, standard drawings, and standard specifications or previously approved special provisions and special specifications, which include: the PS&E Preparation Manual, Roadway Design Manual, Hydraulic Design Manual, the Texas Manual on Uniform Traffic Control Devices (TMUTCD), Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, (latest Edition), and other State approved manuals. When design criteria are not identified in City or State manuals, the ENGINEER shall notify the CITY and State and refer to the American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Street, (latest Edition). In addition, the ENGINEER shall follow the State's District guidelines in developing the Plan, Specification, and Estimate (PS&E) package.

C. Right of Entry and Coordination

The ENGINEER shall notify the CITY and State and secure permission to enter private property to perform any engineering, surveying or geotechnical activities needed off State right-of-way. In pursuance of the CITY and State's policy with the public, the ENGINEER shall not commit acts which would result in damages to private property, and the ENGINEER shall make every effort to comply with the wishes and address the concerns of affected private property owners. The ENGINEER shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from the CITY and State prior to each entry.

The ENGINEER shall notify the CITY and State and coordinate with adjacent ENGINEERs

on all controls at project interfaces. The ENGINEER shall document the coordination effort, and each ENGINEER shall provide written concurrence regarding the agreed project controls and interfaces. In the event the ENGINEER and the other adjacent ENGINEERs are unable to agree, the ENGINEER and each adjacent ENGINEER shall meet jointly with the CITY and State for resolution. The CITY and/or State will have authority over the ENGINEER's disagreements and the CITY and State's decision will be final.

PART 2.0 SCOPE OF SERVICES

ENGINEER will provide the services specifically set forth below.

TASK 1 – DATA COLLECTION

1.1. The ENGINEER shall collect, review, and evaluate data described below. The ENGINEER shall notify the CITY in writing whenever the ENGINEER finds disagreement with the information or documents:

A. Data from CITY or TxDOT (State), include, but are not be limited to, "as-built plans", existing schematics, right-of-way maps, subsurface utility Engineering (SUE) mapping, and previous corridor studies, reports, and plans conducted by other agencies and groups, environmental documents, existing channel and drainage easement data, existing traffic counts, accident data, Project Management Information system (PMIS) data, identified hazardous material sites, current unit bid price information, current special provisions, special specifications, and standard drawings., if available.

B. Utility plans and documents from CITY and utility companies.

C. Obtain graphics files, plans, documents, and other pertinent data for existing and proposed improvements along the proposed corridor. Review collected information and process the data into Open Roads Designer (ORD) reference files and organize it into project reference notebooks.

D. Conduct field reconnaissance and collect data including a photographic record of notable existing features.

1.2. Design Criteria.

A. The ENGINEER shall develop the roadway design criteria based on the controlling factors specified by the State (i.e., 4R, 3R, 2R, or special facilities), by use of the funding categories, design speed, functional classification, roadway class and any other set criteria as set forth in PS&E Preparation Manual, Roadway Design Manual, Hydraulic Design Manual, and other deemed necessary State approved manuals. In addition, the ENGINEER shall prepare the Design Summary Report (DSR) and submit it electronically. The ENGINEER shall obtain written concurrence from the CITY and State prior to proceeding with a design if any questions arise during the design process regarding the applicability of State's design criteria.

1.3. Preliminary Cost Estimates.

A. The ENGINEER shall develop a preliminary cost estimate using the Average Low Bid Unit Price. Because the ENGINEER does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the

industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

1.4. Design Concept Conference.

A. In accordance with the State's Project Development Process Manual, the ENGINEER, in cooperation with the CITY and State, shall plan, attend, and document the Design Concept Conference (DCC) to be held prior to the geometric layout submittal. In preparation for the DCC, the ENGINEER shall complete a State's Design Summary Report (DSR) to serve as a checklist for the minimum required design considerations. The conference will provide for a brainstorming session in which decision makers, stakeholders and technical personnel may discuss and agree on:

1. Roadway and drainage design parameters
2. Engineering constraints
3. Project development schedule
4. Other issues as identified by the CITY and State
5. Identify any Design Exceptions and Waivers
6. Preliminary Construction Cost Estimate

TASK 2 – DESIGN SURVEY

2.1 The Engineer's Surveyor shall perform the following tasks:

A. Collect topographical data every 50-ft to create cross-sections and digital terrain models.

B. Locate existing utilities.

C. Locate topographical features and existing improvements.

D. Verify existing control points. Horizontal and Vertical control ties must be made and tabulated, to other control points in the vicinity, which were established by other sources such as, the National Geodetic Survey (NGS), and the Federal Emergency Management Agency (FEMA), and any other local entities as directed by the State.

E. Prepare survey control data sheets, as directed by the State for inclusion into a construction plan set.

The Engineer's Surveyors shall also prepare a *Survey Control Index Sheet* and a *Horizontal and Vertical Control Sheet(s)*, signed, sealed, and dated by the professional engineer in direct responsible charge of the surveying and the responsible Registered Professional Land Surveyor (RPLS) for insertion into the plan set. The *Survey Control Index Sheet* shows an overall view of the project control and the relationship or primary monumentation and control used in the preparation of the project; whereas the *Horizontal and Vertical Control sheet(s)* identifies the primary survey control and the survey control monumentation used in the preparation of the project. Both the *Survey Control Index Sheet* and the *Horizontal and Vertical Control Sheet(s)* must be used in conjunction with each other as a set. The State's forms for these sheets can be

downloaded from the State's website.

The following information shall be shown on the *Survey Control Index Sheet:*

1. Overall view of the project and primary control monuments set for control of the project
2. Identification of the control points
3. A table including control point number, description, and XYZ coordinates
4. Baseline or centerline
5. Graphic (Bar) Scale
6. North Arrow
7. Placement of note *"The survey control information has been accepted and incorporated into this project"* which shall be preliminarily signed and dated by a Texas Professional Engineer employed by the State
8. RPLS signature, seal, and date
9. The State's title block containing District Name, County, Highway, and CSJ

The following information shall be shown on all *Horizontal and Vertical Control Sheets*:

1. Location for each control point, showing baseline or centerline alignment and North arrow.
2. Station and offset (with respect to the baseline or centerline alignments) of each identified control point.
3. Basis of Datum for horizontal control (base control monument/benchmark name, number, datum).
4. Basis of Datum for the vertical control (base control monument, benchmark name, number, datum).
5. Date of current adjustment of the datum.
6. Monumentation set for Control (Description, District name/number and Location ties).
7. Surface Adjustment Factor and unit of measurement.
8. Coordinates (State Plan Coordinates [SPC] Zone and surface or grid).
9. Relevant metadata.
10. Graphic (Bar) Scale.
11. Placement of note "*The survey control information has been accepted and incorporated into this project"* which shall be preliminarily signed and dated by a Texas Professional Engineer employed by the State.
12. RPLS signature, seal and date.
13. The State's title block containing District Name, County, Highway, and CSJ.

2.2 TECHNICAL REQUIREMENTS

A. Design surveys must be performed under the supervision of a RPLS currently registered with the TBPLS.

B. Horizontal ground control used for design surveys, furnished to the Engineer's Surveyor by the State, or based on acceptable methods conducted by the Engineer's Surveyor, must meet the standards of accuracy required by the State.

Reference may be made to standards of accuracy for horizontal control traverses, as described in the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice

for Land Surveying in the State of Texas, as may be applicable.

C. Vertical ground control used for design surveys, furnished to the Engineer's Surveyor by the State or based on acceptable methods conducted by the Engineer's Surveyor, must meet the standards of accuracy required by the State.

Reference may be made to standards of accuracy for vertical control traverses, as described in the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

D. Side shots or short traverse procedures used to determine horizontal and vertical locations must meet the following criteria:

1. Side shots or short traverses must begin and end on horizontal and vertical ground control as described above.

2. Standards, procedures, and equipment (may be GPS Equipment, LiDAR, Total Stations, etc.) used must be such that horizontal locations relative to the control may be reported within the following limits:

a. Roadway structures: less than 0.1 of one foot.

b. Utilities and improvements: less than 0.2 of one foot.

c. Cross-sections and profiles: less than 1 foot.

3. Standards, procedures, and equipment (may be GPS Equipment, LiDAR, Total Stations, etc.) used must be such that vertical locations relative to the control may be reported within the following limits:

a. Roadway structures: less than 0.02 of one foot.

b. Utilities and improvements: less than 0.1 of one foot.

c. Cross-sections and profiles: less than 0.2 of one foot.

2.3 AUTOMATION REQUIREMENTS

A. Planimetric design files (DGN) must be fully compatible with the State's *MicroStation Open Roads* graphics program without further modification or conversion.

B. Electronically collected and processed field survey data files must be fully compatible with the State's computer systems without further modification or conversion. All files must incorporate only those feature codes currently being used by the State.

C. DTM must be fully compatible with the State's *GEOPAK* system without further modification or conversion. All DTM must be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

2.4 DELIVERABLES

The Engineer shall provide the following deliverables:

A. Digital Terrain Models (DTM) and the Triangular Irregular Network (TIN) files in a format acceptable by the State.

B. Maps, plans, or sketches if applicable prepared by the Engineer's Surveyor showing the results of field surveys.

C. Computer printouts or other tabulations if applicable summarizing the results of field surveys.

D. Digital files or media acceptable by the State containing field survey data (ASCII Data files).

E. Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.

F. Field survey notes, as electronic and hard copies.

G. An 8 ½ inch by 11-inch survey control data sheet for each control point which must include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. A pre-formatted survey control data sheet form in Microsoft Office Word format will be provided by the State.

H. A digital and hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, and survey control data sheets.

I. All GEOPAK GPK and/or Open Roads Design (ORD) files.

J. Survey reports in a format requested by the State.

TASK 3 – GEOTECHNICAL PAVEMENT CORES

3.1 The ENGINEER, CITY and/or state shall determine the location of two (2) proposed pavement cores, for the purpose of determining the existing pavement structure. The subconsultant shall perform pavement cores (field work), in accordance with the latest edition of the State's Geotechnical Manual and State District's procedures and design guidelines.

A. All geotechnical work should be performed in accordance with the latest version of the State's Geotechnical Manual. All testing shall be performed in accordance with the latest version of the State's Manual of Test Procedures. American Society for Testing Materials (ASTM) test procedures can be used only in the absence of the State's procedures.

B. The subconsultant shall perform coring for pavement removal items.

C. The ENGINEER shall provide a signed, sealed and dated geotechnical report from subconsultant which contains, but is not limited to, coring locations, coring logs.

D. The subconsultant shall follow applicable state traffic control standards when

performing geotechnical field operations.

E. The State will provide the proposed pavement design to be used on this project.

TASK 4 – SUBSURFACE UTILITY ENGINEERING

4.1 Utility Engineering Investigation.

Includes utility investigations subsurface and above ground prepared in accordance with AASHTO standards [ASCE C-1 38-02 (http://www.fhwa.dot.gov/programadmin/asce.cfm)] and Utility Quality Levels as follows.

A. Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

1. Quality Level D - Existing Records: Utilities are plotted from review of available existing records.

2. Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D, a new schematic or plan layout will be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included along existing intersecting roadways.

3. Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D, a new schematic or plan layout will be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included along existing intersecting roadways.

4. Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A.

4.2 Subsurface Utility Locate (Test Hole) Service (Quality Level A)

A. Locate means to obtain precise horizontal and vertical position, material type, condition, size, and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D.

B. The ENGINEER shall:

1. Review requested test hole locations and advise the CITY and State in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.

2. Coordinate with utility owner inspectors as may be required by law or utility owner policy.
3. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
4. Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the ENGINEER:
    a. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
    b. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
    c. Elevation of existing grade over utility at test hole location.
    d. Horizontal location referenced to project coordinate datum.
    e. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
    f. Utility facility material(s).
    g. Utility facility condition.
    h. Pavement thickness and type.
    i. Coating/Wrapping information and condition.
    j. Unusual circumstances or field conditions.
5. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.
6. Be responsible for any damage to the utility during the locating process. In the event of damage, the ENGINEER shall stop work, notify the appropriate utility facility owner, the CITY and State and appropriate regulatory agencies. The regulatory agencies include but are not limited to the Railroad Commission of Texas and the Texas Commission on Environmental Quality. The ENGINEER shall not resume work until the utility facility owner has determined the corrective action to be taken. The ENGINEER shall be liable for all costs involved in the repair or replacement of the utility facility.
7. Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The ENGINEER shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
8. Furnish and install a permanent above ground marker (as specified by the State, directly above center line of the utility facility.
9. Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the ENGINEER shall return to correct the condition at no extra charge to the CITY and State.
10. Plot utility location position information to scale and provide a comprehensive utility plan sign and sealed by the responsible ENGINEER. This information shall be

provided in the latest version of Micro Station or Geopak format used by the State. The electronic file will be delivered on C.D or DVD. When requested by the CITY and State, the Locate information must be over laid on the State's design plans.

11. Return plans, profiles, and test hole data sheets to the CITY and State. If requested, conduct a review of the findings with the CITY and State.

12. Close-out permits as required.

4.3 Project SUE Scope

A. The scope of this proposal includes Quality Level "A" and "B" SUE. Utilities to be designated include gas, telecommunications, electric, traffic signals, storm, water, and sanitary sewer. Overhead inventory is to be included. Designating will be performed within the following limits:

1. SH 158 from Sinclair Road to Wadley Avenue: perform Level "B" designating along SH 158 from Sinclair Road to Wadley Avenue, approximately 0.7-mile in length.

2. Six (6) QL "A" test holes will be included in the budget. Test hole locations will be determined by Kimley Horn and TRG once the QL "B" SUE deliverable has been reviewed. TRG will have all designating marks and test holes surveyed using project control point data provided by Kimley Horn.

TASK 5 – PRELIMINARY ROADWAY DESIGN

5.1 Geometric Layout

A. Preliminary Geometric Layout. A plan-view only, preliminary geometric layout (LAYOUT) was previously developed for the project limits between SH 191 and SH 349C (Craddick Relief Route) as part of another work authorization. The LAYOUT will be modified to incorporate the proposed Wadley intersection improvements (to be completed as a separate project), modify the bicycle lanes along SH 158, per TxDOT Roadway Design Manual criteria, adjust curb lines and pavement markings as needed, add a proposed profile view, and add proposed drainage design layout. The ENGINEER will submit the revised LAYOUT as the 30% milestone submittal to be reviewed and approved by the CITY and State. Plan sheets will not be included in the 30% milestone submittal package.

B. The LAYOUT will consist of a planimetric file of existing features and the proposed improvements within the existing ROW. The LAYOUT will also show the following features: existing ROW, existing and proposed horizontal and vertical alignment and profile grade line, drainage structures (if applicable), lane widths, cross slopes, ditch slopes, pavement structure, clear zone, dedicated right turn lanes, corner clips, and water surface elevations for various rainfall frequencies (if applicable), etc. Existing major subsurface and surface utilities must be shown on the LAYOUT. The ENGINEER shall develop the proposed alignment to avoid the relocation of existing utilities as much as possible. The ENGINEER shall consider Americans with Disabilities Act (ADA) requirements when developing the Layout. The LAYOUT must be prepared in accordance with the current Roadway Design Manual. The ENGINEER shall provide horizontal and vertical alignment of the project layout in English units for main lanes and cross streets. Minor alignment alternatives must be considered to provide for an optimal design. The project layout must be coordinated with the CITY and State and adjacent ENGINEERs, if any. The ENGINEER shall also provide

proposed and existing typical sections with the profile grade line (PGL), lane widths, cross slopes, ROW lines, ditch shapes, pavement structures and clear zones depicted, etc.

5.2 Roadway Design

A. The ENGINEER shall use Bentley's OpenRoads 3D Design technology in the design and preparation of the geometric layout.

B. The ENGINEER shall provide roadway plan and profile in the LAYOUT using CADD standards as required by the State. The LAYOUT must consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map must contain line work that depicts existing surface features. Existing major subsurface and surface utilities must be shown if requested by the CITY and State. Existing and proposed right-of-way lines must be shown.

1. The plan view shall contain the following design elements:

   a. Calculated roadway centerlines for mainlanes and cross streets, as applicable. Horizontal control points must be shown. The alignments must be calculated using OpenRoads horizontal geometry tools.

   b. Pavement edges for all improvements (mainlanes and cross streets, as applicable.)

   c. Lane and pavement width dimensions.

   d. Proposed drainage structure locations, lengths, and widths, as applicable.

   e. Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes must also be shown.

   f. Control of access line, ROW lines and easements.

   g. Begin and end super elevation transitions and cross slope changes.

   h. Limits of riprap, block sod, and seeding.

   i. Existing utilities and structures.

   j. Benchmark information.

   k. Radii call outs, curb location, guard fence, crash safety items and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.

2. The profile view shall contain the following design elements:

   a. Calculated profile grade for proposed mainlanes (cite direction) and cross streets, if applicable. Vertical curve data, including "K" values must be shown. The profiles must be calculated using OpenRoads vertical geometry tools.

   b. Existing and proposed profiles along the proposed centerline of the mainlanes.

5.3 Typical Sections

A. The ENGINEER shall prepare and provide typical sections for all proposed and existing roadways on the LAYOUT. Typical sections will show width of travel lanes, shoulders, outer separations, border widths, curb offsets, and ROW. The typical section will also show Proposed Profile Gradeline (PGL), centerline, pavement design (as applicable), side slopes, sodding or seeding limits, concrete traffic barriers and sidewalks, if required, station limits, riprap, etc.

5.4 Pavement Design

A. The State shall provide the proposed pavement design to be used in the design of the project.

5.5 Pedestrian and Bicycle Facilities

A. The ENGINEER shall coordinate with the CITY and State to incorporate pedestrian and bicycle facilities, as required, on the LAYOUT. All pedestrian facilities shall be designed in accordance with the latest ADAAG, and the Texas Accessibility Standards (TAS) and bicycle facilities shall be designed in accordance with the latest TxDOT design guidelines.

Task 6 – PRELIMINARY DRAINAGE DESIGN

The ENGINEER shall perform preliminary storm drainage calculations to determine size and location of proposed internal storm drainage systems, cross culverts and ditch/channels along and within the project location. This effort includes revisions to the temporary drainage improvements at the southern approach to the SH 158 and Wadley Avenue intersection prepared under a separate work authorization. The ENGINEER understands that several private development projects are active in the project and coordination will be preformed with the engineers of record.

6.1 Data Collection.

A. The ENGINEER shall provide the following data collection services:

1. Conduct field inspections to observe current conditions, outfall channels, cross-drainage structures, drainage easements, and land development projects that contribute flow to the corridor. Document field inspections with digital photos.

2. Collect available and applicable data including Geographic Information System (GIS) data and maps, site survey data, construction plans, previous reports and studies, and readily available rainfall history for the area. Sources of data collected must include, but are not limited to, the State, County, and Federal Emergency Management Agency (FEMA).

6.2 Preliminary Drainage Design

A. The ENGINEER will compile information gathered during the Data Collection phase of this project to prepare a drainage area map.
B. The ENGINEER will perform hydrologic calculations for the 5-, 10-, 25- and 100-year storm events using the Rational Method.
C. The ENGINEER shall preform preliminary storm drain calculations using Manning's Equation
D. The ENGINEER shall provide a layout of proposed drainage structures in plan view only. This data will be included on the roll plot prepared under a separate task.
E. The ENGINEER shall provide a layout of proposed drainage ditches in plan view only. Sizing of the ditches will be performed using standard Manning's Equation calculations. Typical ditch sections will be provided. This data will be included on the roll plot prepared under a separate task.
F. The ENGINEER will attend up to two (2) design meetings with the CITY to review

drainage design.

TASK 7 – PRELIMINARY SIGNING AND PAVEMENT MARKINGS

7.1 Signing and Pavement Markings.

A. The ENGINEER shall provide a preliminary layout of signing and pavement markings for the purpose of receiving CITY and State approval and calculating quantities to be used in the preparation of the OPCC.

TASK 8 – OPINION OF PROBABLE CONSTRUCTION COST

8.1 Estimate – Opinion of Probable Construction Cost (OPCC)

A. The ENGINEER shall prepare a preliminary Opinion of Probable Construction Cost (OPCC).

TASK 9 - CONTRACT MANAGEMENT AND ADMINISTRATION

The ENGINEER shall perform the following services:

9.1 Perform all work in accordance with the State's latest practices, criteria, specifications, policies, procedures, and Standards of Uniformity (SOU). All documents shall be sufficient to satisfy the current SOUs available from the State.

9.2 Act as an agent for the CITY and State when specified in a work authorization.

9.3 Notify the CITY and State of its schedule, in advance, for all field activities.

9.4 Prepare monthly written progress reports.

9.5 Develop and maintain a detailed project schedule to track project conformance to Exhibit C, Work Schedule. The schedule submittals shall be hard copy and electronic format.

9.6 Meet on a scheduled basis with the CITY and State to review project progress.

9.7 Prepare, distribute, and file both written and electronic correspondence.

9.8 Document phone calls and conference calls as required during the project to coordinate the work for various team members.

DELIVERABLES

A. The ENGINEER shall submit the following deliverables to the State:

1. Plan/Layout Development
    a. 30% Submittal
        i. Preliminary geometric project layout
        ii. Opinion of Probable Construction Cost

B. Electronic Copies

1. The ENGINEER shall furnish the State with a USB flash drive of the Geometric Layout in the current graphics format used by the State, .pdf format, and in the District's File Management System (FMS) format.

ADDITIONAL SERVICES

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the CITY. Such services shall include, but are not limited to, the following:

A. Schematic design
B. Environmental documentation
C. Public involvement or public outreach
D. PS&E (30% - 100%)
E. Final drainage design
F. Cross sections
G. Traffic control plan, detours, and sequence of construction
H. Traffic counts or traffic projections
I. Traffic intersection analysis
J. Signal warrants or signal timing
K. Signal design
L. Existing water or sanitary sewer relocations
M. Proposed water or sanitary sewer design
N. Landscape or irrigation design
O. Right of way acquisition services
P. Franchise utility coordination
Q. Bid phase services or construction contract administration

PART 3.0 CITY AND STATE RESPONSIBILITIES

Subject to availability, the services to be provided or performed by the CITY or State will include, but not be limited to, the following items:

1. Name, address, and phone number of the CITY's project manager.
2. Records available that would assist in the completion of the work described in PART 2.0.
3. Review, and coordination of review by the CITY and State, of recommendations offered by the ENGINEER and approval or rejection of any or all work performed under this contract.
4. Review of progress of work and final acceptance of all documents.
5. Processing of all periodic payment requests submitted by ENGINEER.
6. Assistance in the coordination and scheduling of site visits.
7. Available horizontal control points, benchmark elevations and descriptions for vertical control in the project area.
8. Available existing Right-of-Way (ROW) maps of state and municipal highway facilities in the project corridor.
9. Available interface data for any projects adjacent to the project corridor.
10. Current average bid prices for construction, maintenance, and operation costs.
11. Assistance as necessary in obtaining the required data and information from other local, regional, state, and federal agencies.
12. Timely reviews of deliverables in accordance with Part 4.0 (Periods of Service) of the Task Order

13. Authorizations and decisions necessary for the ENGINEER to maintain the project work schedule.
14. Examples of acceptable format for the deliverables required by the work authorizations.

PART 4.0 PERIODS OF SERVICE:

The term of this work authorization commences on the Effective Date and continues without interruption for a term of 3 months. If the ENGINEER determines that additional time is required to complete the Services, the CITY may, but is not obligated to, at their discretion, execute an agreement to grant additional time so long as the amount of consideration does not increase. Deliverables will be submitted to the CITY by the ENGINEER according to the following schedule:

Task	Deliverable	Period of Service
1	Data Collection	Through end of project
2	Survey	Q1-2 2023
3	Geotechnical	Q1-2 2023
4	Subsurface Utility Engineering (SUE)	Q1-2 2023
5 - 9	Roadway Design – Geometric Layout	TBD

PART 5.0 PAYMENTS TO ENGINEER:

The below additional Fee Rate Schedules are incorporated into the Agreement by work authorization as permitted by the articles and Exhibits of the Agreement.

TASK DESCRIPTION	Prime Provider KHA	Sub Provider SURVEY	Sub Provider GEOTECH	Sub Provider SUE	Total Labor Cost
1. Data Collection	$ 8,700.00	$ -	$ -	$ -	$ 8,700.00
2. Design Survey	$ 9,700.00	$11,000.00	$ -	$ -	$ 20,700.00
3. Geotechnical Pavement Cores	$ 3,000.00	$ -	$ 9,450.00	$ -	$ 12,450.00
4. Subsurface Utility Engineering	$ 5,300.00	$ -	$ -	$32,800.00	$ 38,100.00
5. Roadway Design	$ 35,100.00	$ -	$ -	$ -	$ 35,100.00
6. Drainage Design	$ 45,500.00	$ -	$ -	$ -	$ 45,500.00
7. Signing, Pavement Markings and Signalization	$ 7,900.00	$ -	$ -	$ -	$ 7,900.00
8. Miscellaneous Design	$ 5,400.00	$ -	$ -	$ -	$ 5,400.00
9. Contract Management and Administration	$ 13,700.00	$ -	$ -	$ -	$ 13,700.00
LABOR SUBTOTALS	$ 134,300.00	$11,000.00	$ 9,450.00	$32,800.00	$187,550.00
Direct Expenses	$ 800.00				$ 800.00
PROVIDER SUBTOTALS (LUMP SUM)	$ 135,100.00	$11,000.00	$ 9,450.00	$32,800.00	$188,350.00

The ENGINEER will perform the services described in Part 2.0 - Tasks 1 - 9 of the work authorization on a lump sum basis and will not exceed the maximum labor and expenses fee shown below.

PART 6.0 OTHER: Not Applicable

SH 158 PS&E
FROM: Sinclair Road
TO: Wadley Avenue

PART 1.0 PROJECT UNDERSTANDING

A. Project Description

The ENGINEER shall provide engineering services required for the preparation of 30% to 100% plans, specifications, and estimates (PS&E) and related documents, for SH 158 from Sinclair Road to Wadley Avenue located in Midland, Texas. The roadway improvements will consist of widening SH 158 from a 2-lane rural roadway to a 5-lane urban arterial, designed to City of Midland and/or TxDOT specifications. These services will consist of franchise utility coordination, preparing roadway design, hydrologic and hydraulic design, traffic control design, signing and pavement markings, and bid phase services necessary to support the design process.

Currently, SH 158 is a 2-lane rural roadway with shoulders and increases to a 5-lane roadway, with curb and gutter, at the intersection of Sinclair Road. This project is 0.7-mile long, with 150-foot Right of Way (ROW) and will tie into proposed intersection improvements (to be completed as a separate project) at Sinclair Road and tie into proposed intersection improvements (to be completed as a separate project) at Wadley Avenue. The design of this project will assume that the Sinclair Road and Wadley Avenue intersection projects will be constructed prior to this project construction.

B. Design Criteria

The ENGINEER shall prepare all work in accordance with the latest version of applicable City and State procedures, specifications, manuals, guidelines, standard drawings, and standard specifications or previously approved special provisions and special specifications, which include: the PS&E Preparation Manual, Roadway Design Manual, Hydraulic Design Manual, the Texas Manual on Uniform Traffic Control Devices (TMUTCD), Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, (latest Edition), and other State approved manuals. When design criteria are not identified in City or State manuals, the ENGINEER shall notify the CITY and State and refer to the American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Street, (latest Edition). In addition, the ENGINEER shall follow the State's District guidelines in developing the Plan, Specification, and Estimate (PS&E) package. The ENGINEER shall prepare each PS&E package in a form suitable for letting through the State's construction contract bidding and awarding process.

C. Right of Entry and Coordination

The ENGINEER shall notify the CITY and State and secure permission to enter private property to perform any engineering, surveying or geotechnical activities needed off State right-of-way. In pursuance of the CITY and State's policy with the public, the ENGINEER shall not commit acts which would result in damages to private property, and the ENGINEER shall make every effort to comply with the wishes and address the concerns of affected private property owners. The ENGINEER shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from the CITY and State prior to each entry.

The ENGINEER shall notify the CITY and State and coordinate with adjacent ENGINEERs on all controls at project interfaces. The ENGINEER shall document the coordination effort, and each ENGINEER shall provide written concurrence regarding the agreed project controls and interfaces. In the event the ENGINEER and the other adjacent ENGINEERs are unable to agree, the ENGINEER and each adjacent ENGINEER shall meet jointly with the CITY and State for resolution. The CITY and/or State will have authority over the ENGINEER's disagreements and the CITY and State's decision will be final.

PART 2.0 SCOPE OF SERVICES

ENGINEER will provide the services specifically set forth below.

TASK 1 – FRANCHISE UTILITY COORDINATION

1.1 Franchise Utility Design Coordination

A. Final Design Coordination:

1. At the 90% and 100% stages of PS&E development, send project plans to all Franchise Utilities via PDF to provide project limits, details and schedule for construction.
2. Data Collection and Research:
   a. Update and maintain database of existing franchise utility representatives, including representative contact information (email, mailing address, phone, etc.).
   b. Prepare PS&E exhibit that indicates franchise utility locations based upon SUE.
   c. Identify potential utility conflicts with the proposed roadway and drainage improvements and document in a utility conflict matrix.
   d. Survey potholes of located utilities and incorporate data into the design files to determine actual location and depth of utilities.
   e. Schedule (2) meetings, after 90% and 100% submittals, with franchise utility companies to provide notice of potential conflicts and proposed locations (offset and/or depth) for relocated lines that would be clear of proposed roadway and drainage improvements.

1.2 *Franchise Utility Relocation Coordination*

The ENGINEER shall provide Franchise Utility Relocation Coordination at the written request of the CITY and State. These services shall be considered additional services until the written request is made. The request shall include a description of the work requested, a mutually agreed upon time limit, number of coordination meetings, and any special instructions for coordination and submittal. These services will consist of the following:

1. *Coordinate utility relocation assignments and schedule*
   a. *Schedule (#) bi-monthly coordination meetings with franchise utility companies. These meetings will be held for engaging franchise utility companies, to identify potential utility conflicts, and to coordinate the scheduling of relocating conflicting utilities.*
   b. *ENGINEER will work with franchise utilities and review relocation plans to be prepared by the utility companies and initiated prior to letting.*

TASK 2 – ROADWAY DESIGN

2.1 Roadway Design

A. The ENGINEER shall refer to the previously prepared geometric layout of SH 158, from Sinclair Road to Wadley Avenue, and use Bentley's OpenRoads 3D Design technology in the design and preparation of the roadway plan sheets.

B. The ENGINEER shall provide roadway plan and profile drawings using CADD standards as required by the State. The drawings must consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map must contain line work that depicts existing surface features. Existing major subsurface and surface utilities must be shown if requested by the CITY and State. Existing and proposed right-of-way lines must be shown. Plan and Profile must be shown on separate or same sheets (this depends upon width of pavement) for main lanes and frontage roads.

1. The plan view shall contain the following design elements:
   a. Calculated roadway centerlines for mainlanes and cross streets, as applicable. Horizontal control points must be shown. The alignments must be calculated using OpenRoads horizontal geometry tools.
   b. Pavement edges for all improvements (mainlanes and cross streets, as applicable.)
   c. Lane and pavement width dimensions.
   d. Proposed drainage structure locations, lengths, and widths.
   e. Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes must also be shown.
   f. Drawing scale shall be 1" =100'.
   g. Control of access line, ROW lines and easements.
   h. Begin and end super elevation transitions and cross slope changes.
   i. Limits of riprap, block sod, and seeding.
   j. Existing utilities and structures.
   k. Benchmark information.
   l. Radii call outs, curb location, concrete traffic barrier (CTB), guard fence, crash safety items and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.
2. The profile view shall contain the following design elements:
   a. Calculated profile grade for proposed mainlanes (cite direction) and cross streets, if applicable. Vertical curve data, including "K" values must be shown. The profiles must be calculated using OpenRoads vertical geometry tools.
   b. Existing and proposed profiles along the proposed centerline of the mainlanes.
   c. Drawing vertical scale to be 1" =10'.

2.2 Typical Sections

A. The ENGINEER shall prepare typical sections for all proposed and existing roadways. Typical sections will show width of travel lanes, shoulders, outer separations, border widths, curb offsets, and ROW. The typical section will also show Proposed Profile Gradeline (PGL), centerline, pavement design, longitudinal joints, side slopes, sodding or seeding limits, concrete traffic barriers and sidewalks, if required, station limits, existing pavement removal, riprap, limits of embankment and excavation, etc.

2.3 Mainlane Design

A. The ENGINEER shall provide the design of SH 158 mainlanes. The design must be consistent with the current TxDOT Roadway Design Manual.

2.4 Cross Streets

A. The ENGINEER shall provide an intersection layout detailing the pavement design and drainage design at the intersection of each cross street. The layout will consist of the horizontal and vertical alignments, curb returns, geometrics, transition length, stationing, pavement, drainage details, and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items. The ENGINEER shall design for full pavement width to the ROW and provide a transition to the existing roadway.

2.5 Cut and Fill Quantities

A. The ENGINEER shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 100 feet intervals. Cross sections must be delivered in standard Open Roads Designer format on 11"x17" sheets or roll plots and electronic files. The ENGINEER shall provide all criteria and input files used to generate the design cross sections. Cross sections and quantities must include existing pavement removals. Annotation shall include at a minimum existing and proposed ROW, side slopes (front & back), profiles, etc.

B. The ENGINEER shall submit a PDF set of drawings at the 60%, and 90%, and final submittals, respectively.

2.6 Plan Preparation

A. The ENGINEER shall prepare roadway plans, profiles, and typical sections for the proposed improvements. This scope of services and the corresponding cost proposal are based on the ENGINEER preparing plans to construct main lanes and cross streets at intersections. The roadway plans must consist of the types and be organized in the sequence as described in the PS&E Preparation manual.

2.7 Pavement Design

A. The State shall provide the proposed pavement design to be used in the design of the project.

2.8 Pedestrian and Bicycle Facilities

A. The ENGINEER shall coordinate with the CITY and State to incorporate pedestrian facilities as required or shown on the project's geometric layout. All pedestrian facilities shall be designed in accordance with the latest ADAAG and the Texas Accessibility Standards (TAS) and bicycle facilities shall be designed in accordance with the latest TxDOT design guidelines.

2.9 Storm Water Pollution Prevention Plan (SW3P)

A. The ENGINEER shall develop SW3P, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SW3P shall include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control.

2.10 Compute and Tabulate Quantities

A. The ENGINEER shall provide the summaries and quantities within all formal submittals.

2.11 Specifications and General Notes.

A. The ENGINEER shall identify necessary standard specifications, special specifications, special provisions, and the appropriate reference items. The ENGINEER shall prepare General Notes from the District's *Master List of General Notes*, Special Specifications and Special Provisions for inclusion in the 90% and 100% plans and bidding documents. The ENGINEER shall provide General Notes, Special Specifications and Special Provisions in the required format.

Task 3 – DRAINAGE DESIGN

The ENGINEER shall perform final storm drainage calculations to determine size and location of proposed internal storm drainage systems, cross culverts and ditch/channels along and within the project location.

3.1 Data Collection.

A. The ENGINEER shall provide the following data collection services:

1. Conduct field inspections to observe current conditions, outfall channels, cross-drainage structures, drainage easements, and land development projects that contribute flow to the tributary. Document field inspections with digital photos.
2. Collect available and applicable data including Geographic Information System (GIS) data and maps, site survey data, construction plans, previous reports and studies, and readily available rainfall history for the area. Sources of data collected must include, but are not limited to, the State, County, and Federal Emergency Management Agency (FEMA).

3.2 Temporary Drainage Facilities

A. The ENGINEER shall develop plans for all temporary drainage facilities necessary to allow staged construction of the project and to conform with the phasing of adjacent construction projects without significant impact to the hydraulic capacity of the area. Drainage area maps are not required for temporary drainage.

3.3 Plans, Specifications and Estimates (PS&E) Development for Hydraulics.

A. The ENGINEER shall provide the following services:

1. Prepare the PS&E package in accordance with the applicable requirements of the State's specifications, standards, and manuals, including the PS&E Preparation Manual. The PS&E package will consist of the following sheets and documents:
2. External Drainage Area Maps (1 sheet estimate)
3. Internal Drainage Area Maps (1 sheet estimate for Existing and Proposed, total of 2 sheets)
4. Hydrologic Data Sheets (1 sheet estimate)
5. Hydraulic Data Sheets (2 sheet estimate)
6. Storm Drain Plan/Profile Sheets (5 sheets estimate)
7. Construction Details (3 sheet estimate)
8. Identify areas requiring trench protection, excavation, shoring and de-watering.
9. Select any necessary standard details from State or District's list of standards for items such as inlets, manholes, junction boxes and end treatments.
10. Prepare details for non-standard inlets, manholes and junction boxes.
11. Prepare drainage details for outlet protection, outlet structures and utility accommodation structures.
12. Identify pipe strength requirements.
13. Prepare drainage facility quantity summaries.

14. Identify potential utility conflicts and, if feasible, design to mitigate or avoid those identified conflicts
15. Consider pedestrian facilities, utility impacts, and driveway grade drainage impacts.
16. Identify existing ground elevation profiles at the ROW lines on storm sewer plan and profile sheets.

TASK 4 – TRAFFIC CONTROL

The traffic control plan, any detours, and sequence of construction will be prepared with the assumption that the proposed intersection improvements at SH 158 and Wadley Avenue will be constructed prior to these improvements. Any change or modification to the traffic control plan, detours, and/or sequence of construction of this work authorization, because of a change in the sequencing of these two projects, or other adjacent project(s) shall be considered additional services.

4.1 Traffic Control Plan, Detour, Sequence of Construction.

A. The ENGINEER shall prepare Traffic Control Plans (TCP) including TCP typical sections, for the project. If requested by the State, the ENGINEER shall complete Form 2229-Significant Project Procedures along with Page 4 of Form 1002, specifically titled Accelerated Construction Procedures. A detailed TCP must be developed in accordance with the latest edition of the TMUTCD. The ENGINEER shall implement the current Barricade and Construction (BC) standards and TCP standards as applicable. The ENGINEER shall interface and coordinate phases of work, including the TCP, with adjacent ENGINEERs. The ENGINEER shall:
   1. Provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The ENGINEER shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flag person, signals, etc.). The ENGINEER shall show temporary roadways and detours required to maintain lane continuity throughout the construction phasing.
   2. Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access. The ENGINEER shall notify the CITY and State in the event existing access must be eliminated and must receive approval from the CITY and State prior to any elimination of existing access.
   3. Design temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement. The ENGINEER shall show horizontal and vertical location of culverts and required cross sectional area of culverts.
   4. Prepare each TCP in coordination with the CITY and State. The TCP must include interim signing for every phase of construction. Interim signing must include regulatory, warning, construction, route, and guide signs.
   5. Maintain continuous access to abutting properties during all phases of the TCP.
   6. Make every effort to prevent detours and utility relocations from extending beyond the proposed Right-of-way lines. If it is necessary to obtain additional permanent or temporary easements and Right-of-Entry, the ENGINEER shall notify the CITY and State in writing of the need and justification for such action. The ENGINEER shall identify and coordinate with all utility companies for relocations required.

7. Describe the type of work to be performed for each phase of sequence of construction and any special instructions (e.g., storm drain, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
8. Include the work limits, the location of channelizing devices, positive barrier, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.

TASK 5 – SIGNING AND PAVEMENT MARKINGS

5.1 Signing.

A. The ENGINEER shall prepare drawings, specifications, and details for all signs. The ENGINEER shall coordinate with the CITY and State for overall temporary, interim, and final signing. The ENGINEER shall:
   1. Provide a summary of large and small signs to be removed, relocated, or replaced.
   2. Illustrate and number the proposed signs on plan sheets.
   3. Select each sign foundation from State Standards.

5.2 Pavement Marking.

A. The ENGINEER shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The ENGINEER shall coordinate with the CITY and State for overall temporary, interim, and final pavement markings. The ENGINEER shall select Pavement markings from the latest State standards.
B. The ENGINEER shall provide the following information on sign and pavement marking layouts:
   1. Roadway layout.
   2. Center line with station numbering.
   3. Structures that present a hazard to traffic.
   4. Location of utilities.
   5. Existing signs to remain, to be removed, to be relocated or replaced.
   6. Proposed signs (illustrated, numbered and size).
   7. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
   8. Quantities of existing pavement markings to be removed.
   9. Proposed delineators, object markers, and mailboxes.
   10. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
   11. Right-of-way limits.
   12. Direction of traffic flow on all roadways.

TASK 6 - MISCELLANEOUS DESIGN

6.1 Estimate – Opinion of Probable Construction Cost (OPCC)

A. The ENGINEER shall develop and report quantities necessary to construct the contract in standard State bid format at the specified milestones and Final PS&E submittals. The ENGINEER shall prepare an OPCC that shall be provided at each milestone submittal or in TxDOT CONNECT format at the 90% and Final PS&E submittals per State's District requirement.

6.2 Contract time determination.

A. The ENGINEER shall prepare a detailed contract time estimate to determine the approximate time required for construction of the project in calendar and working days (based on the State standard definitions of calendar and working days) at the 90% and Final PS&E milestone. The schedule shall include tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format which depicts the interdependence of the various items and adjacent construction packages. The ENGINEER shall assist the CITY and State in interpreting the schedule.

6.3 Constructability Review.

A. The ENGINEER shall perform constructability reviews at major project design milestones (e.g., 60%, 90%, and final plan) to identify potential constructability issues and options that would provide substantial time savings during construction. The constructability review must be performed for all roadway and structural elements such as Sequence of Work/Traffic Control, Drainage (Temporary and Permanent), Storm Water Pollution Prevention Plan (SW3P), Environmental Permits, Issues and Commitments (EPIC) addressed, identify Utility conflicts; ensuring accuracy and appropriate use of Items, Quantities, General Notes, Standard and Special Specifications, Special Provisions, Contract Time/Schedule, Standards; and providing detailed comments in an approved format. Reviews must be captured in a Constructability Log identifying areas of concern and potential conflict. The ENGINEER shall provide the results of all Constructability reviews and recommendations to the CITY and State at major project design milestone submittals.

TASK 7 - CONTRACT MANAGEMENT AND ADMINISTRATION

The ENGINEER shall perform the following services:

7.1 Perform all work in accordance with the State's latest practices, criteria, specifications, policies, procedures, and Standards of Uniformity (SOU). All documents shall be sufficient to satisfy the current SOUs available from the State.
7.2 Act as an agent for the CITY and State when specified in a work authorization.
7.3 Notify the CITY and State of its schedule, in advance, for all field activities.
7.4 Prepare monthly written progress reports.
7.5 Develop and maintain a detailed project schedule to track project conformance to Exhibit C, Work Schedule. The schedule submittals shall be hard copy and electronic format.
7.6 Meet on a scheduled basis with the CITY and State to review project progress.
7.7 Prepare, distribute, and file both written and electronic correspondence.
7.8 Document phone calls and conference calls as required during the project to coordinate the work for various team members.

TASK 8 - CONSTRUCTION PHASE SERVICES

8.1 The ENGINEER shall provide Construction Phase Services at the written request of the CITY and State's Project Managers. These services shall be considered additional services until the written request is made. The request shall include a description of the work requested, a mutually agreed upon time limit, and any special instructions for coordination and submittal. These services will consist of the following:

A. Attend preconstruction meeting (Omitted)
B. Attend partnering meeting (Omitted)
C. Attend field meetings and make visits to site
D. Calculate quantities and assist the area engineer in preparing change orders

E. *Review and approval of shop drawings*
F. *Review and approval of forming details*
G. *Responding to requests for information (RFIs)*
H. *Providing minor redesign (major redesign should be handled with a contract supplement), which will include changes to the affected plan sheets and an updated copy of the 3D corridor model.*
I. *Answering general questions*
J. *Providing clarification*
K. *Other project related tasks in support of the State during construction*

DELIVERABLES

A. The ENGINEER shall submit the following deliverables to the State:
   1. Plan Development
      a. 60% Plans Submittal. Provide the State with a review set of plans that consists of the items listed below:
         i. Opinion of Probable Construction Cost (OPCC).
         ii. Preliminary 3D corridor model, in the most current format, created using Bentley's OpenRoads tools, and with detail to verify the design of the 60% plan sheets. The level of detail of the surface and subsurface features will be at the direction of the State.
         iii. Updated Title Sheet with Index of Sheets including Standards
         iv. Final Existing and Proposed Typical Sections
         v. Updated Summary Sheets
         vi. Preliminary Traffic Control Plan Sheets
         vii. Survey Control Data Sheets
         viii. Final Plan & Profile Sheets for all Alignments
         ix. Final Intersection Layouts
         x. Preliminary Miscellaneous Roadway Details
         xi. Final Drainage Area Maps
         xii. Preliminary Hydraulic Computations
         xiii. Preliminary Signing, Delineation & Pavement Marking Layouts
         xiv. Preliminary SWP3 Layouts
         xv. Roadway Cross-Sections (scale 1" =20' horizontally and vertically)

      b. 90% Review Submittal. Provide the State with a review set of plans that consists of the items listed below:
         i. Opinion of Probable Construction Cost (OPCC).
         ii. New Special Specifications and Special Provisions with Form 1814, if applicable.
         iii. A detailed 3D corridor model, in the most current format, created using Bentley's OpenRoads tools, and with detail to verify the design of the 90% plan sheets. The level of detail of the surface and subsurface features will be at the direction of the State.
         iv. New Special Specifications and Special Provisions with Form 1814, if applicable.
         v. Address 60% Comments
         vi. Updated Title Sheet with Index of Sheets
         vii. Final Existing and Proposed Typical Sections
         viii. Final Summary Sheets
         ix. Final Traffic Control Plan Sheets
         x. Final Control Data Sheets

xi. Final Plan & Profile Sheets
xii. Final Intersection Layouts
xiii. Final Miscellaneous Roadway Details
xiv. Final Drainage Area Maps
xv. Final Hydraulic Computations
xvi. Final Signing, Delineation, & Pavement Marking Layouts
xvii. Final SWP3 Layouts
xviii. Final Roadway Cross-Sections (scale 1" =20), if changed
xix. Final OPCC, marked-up General Notes, Specification Data Sheet, Special Provisions, Special Specifications
xx. Preliminary Contract Time Determination

c. Final submittal (100%).
   i. Revised plans and supporting documents from 90% review comments.
   ii. Final Contract Time Determination
   iii. A final 3D corridor model, in the most current format, created using Bentley's OpenRoads tools. The level of detail of the surface and subsurface features will be at the direction of the State.
   iv. A final 3D earthwork model, if applicable, in either .XML or .ICM format (as directed by the State) created using Bentley's OpenRoads tools. The level of detail of the surface and subsurface features will be at the direction of the State.

B. Electronic Copies
   1. The ENGINEER shall furnish the State with a USB flash drive of the final plans in the current graphics format used by the State, .pdf format, and in the District's File Management System (FMS) format.
   2. The ENGINEER shall also provide separate USB flash drive containing cross section information (in dgn, XLR, & ASCII formats) for the contractor's use.
   3. The ENGINEER shall provide the Primavera (P6) file or the latest scheduling program used by the State for construction time estimate.

ADDITIONAL SERVICES

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the CITY. Such services shall include, but are not limited to, the following:

A. Design survey
B. Geotechnical engineering services
C. Subsurface utility engineering
D. Schematic design
E. Environmental documentation
F. Public involvement or public outreach
G. Traffic control plan and sequence of construction beyond what is noted in the scope
H. Traffic counts or traffic projections
I. Traffic intersection analysis
J. Signal warrants or signal timing
K. Signal design
L. Existing water or sanitary sewer relocations
M. Proposed water or sanitary sewer design
N. Landscape or irrigation design

O. Right of way acquisition services
P. Franchise Utility Relocation Coordination
Q. Bid phase services
R. Construction phase services

PART 3.0 CITY AND STATE RESPONSIBILITIES

Subject to availability, the services to be provided or performed by the CITY or State will include, but not be limited to, the following items:

1. Name, address, and phone number of the CITY's project manager.
2. Records available that would assist in the completion of the work described in PART 2.0.
3. Review, and coordination of review by the CITY and State, of recommendations offered by the ENGINEER and approval or rejection of any or all work performed under this contract.
4. Review of progress of work and final acceptance of all documents.
5. Processing of all periodic payment requests submitted by ENGINEER.
6. Assistance in the coordination and scheduling of site visits.
7. Available horizontal control points, benchmark elevations and descriptions for vertical control in the project area.
8. Available existing Right-of-Way (ROW) maps of state and municipal highway facilities in the project corridor.
9. Available interface data for any projects adjacent to the project corridor.
10. Current average bid prices for construction, maintenance, and operation costs.
11. Assistance as necessary in obtaining the required data and information from other local, regional, state, and federal agencies.
12. Timely reviews of deliverables in accordance with Part 4.0 (Periods of Service) of the Task Order
13. Authorizations and decisions necessary for the ENGINEER to maintain the project work schedule.
14. Examples of acceptable format for the deliverables required by the work authorizations.

PART 4.0 PERIODS OF SERVICE:

The term of this work authorization commences on the Effective Date and continues without interruption for a term of 8 months. If the ENGINEER determines that additional time is required to complete the Services, the CITY may, but is not obligated to, at their discretion, execute an agreement to grant additional time so long as the amount of consideration does not increase. Deliverables will be submitted to the CITY by the ENGINEER according to the following schedule:

Task	Deliverable	Period of Service
1	Franchise Utility Design Coordination	Through end of Project
2 - 7	Roadway Design	TBD
	60% PS&E	TBD
	90% PS&E	TBD
	100% PS&E	TBD

PART 5.0 PAYMENTS TO ENGINEER

The Fee Rate Schedules below are incorporated into the Agreement by work authorization as permitted by the articles and Exhibits of the Agreement.

The ENGINEER will perform the services described in Part 2.0 - Tasks 1 - 7 of the work authorization on a lump sum basis and will not exceed the maximum labor and expenses fee shown below.

TASK DESCRIPTION	Total Cost
1. Franchise Utility Coordination	$ 21,000.00
2. Roadway Design	$145,300.00
3. Drainage Design	$115,100.00
4. Traffic Control	$ 54,800.00
5. Signing, Pavement Markings and Signalization	$ 18,400.00
6. Miscellaneous Design	$ 52,900.00
7. Contract Management and Administration	$ 44,000.00
LABOR SUBTOTALS	$451,500.00
Direct Expenses	$ 1,600.00
TOTAL (LUMP SUM)	$453,100.00

SH 158 Geometric Layout
FROM: Wadley Avenue
TO: Briarwood Road

PART 1.0 PROJECT UNDERSTANDING

A. Project Description

The ENGINEER shall provide engineering services required for the preparation of a Geometric Layout (plan and profile) and Opinion of Probable Construction Cost (OPCC) for SH 158 from Wadley Avenue to Briarwood Road located in Midland, Texas. The roadway improvements will consist of widening SH 158 from a 2-lane rural roadway to a 5-lane urban arterial, designed to City of Midland and/or TxDOT specifications. These services will consist of data collection, subsurface utility engineering, preparing preliminary roadway design, preliminary hydrologic and hydraulic design, and preliminary signing and pavement markings necessary to support the design process.

Currently, SH 158 is a 2-lane rural roadway with shoulders. This project is 1.7-miles long, with 150-foot Right of Way (ROW) and will tie into proposed intersection improvements at Wadley Avenue and Briarwood Road, which are both to be completed as separate projects. The design of this project will assume that the Wadley Avenue and Briarwood Road intersection projects will be constructed prior to this project construction.

B. Design Criteria

The ENGINEER shall prepare all work in accordance with the latest version of applicable City and State procedures, specifications, manuals, guidelines, standard drawings, and standard specifications or previously approved special provisions and special specifications, which include: the PS&E Preparation Manual, Roadway Design Manual, Hydraulic Design Manual, the Texas Manual on Uniform Traffic Control Devices (TMUTCD), Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, (latest Edition), and other State approved manuals. When design criteria are not identified in City or State manuals, the ENGINEER shall notify the CITY and State and refer to the American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Street, (latest Edition). In addition, the ENGINEER shall follow the State's District guidelines in developing the Plan, Specification, and Estimate (PS&E) package.

C. Right of Entry and Coordination

The ENGINEER shall notify the CITY and State and secure permission to enter private property to perform any engineering or surveying activities needed off State right-of-way. In pursuance of the CITY and State's policy with the public, the ENGINEER shall not commit acts which would result in damages to private property, and the ENGINEER shall make every effort to comply with the wishes and address the concerns of affected private property owners. The ENGINEER shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from the CITY and State prior to each entry.

The ENGINEER shall notify the CITY and State and coordinate with adjacent ENGINEERs on all controls at project interfaces. The ENGINEER shall document the coordination effort, and each ENGINEER shall provide written concurrence regarding the agreed project controls and interfaces. In the event the ENGINEER and the other adjacent ENGINEERs are unable

to agree, the ENGINEER and each adjacent ENGINEER shall meet jointly with the CITY and State for resolution. The CITY and/or State will have authority over the ENGINEER's disagreements and the CITY and State's decision will be final.

PART 2.0 SCOPE OF SERVICES

ENGINEER will provide the services specifically set forth below.

TASK 1 – DATA COLLECTION

1.1. The ENGINEER shall collect, review, and evaluate data described below. The ENGINEER shall notify the CITY in writing whenever the ENGINEER finds disagreement with the information or documents:

A. Data from CITY or TxDOT (State), include, but are not be limited to, "as-built plans", existing schematics, right-of-way maps, subsurface utility Engineering (SUE) mapping, and previous corridor studies, reports, and plans conducted by other agencies and groups, environmental documents, existing channel and drainage easement data, existing traffic counts, accident data, Project Management Information system (PMIS) data, identified hazardous material sites, current unit bid price information, current special provisions, special specifications, and standard drawings., if available.

B. Utility plans and documents from CITY and utility companies.

C. Obtain graphics files, plans, documents, and other pertinent data for existing and proposed improvements along the proposed corridor. Review collected information and process the data into Open Roads Designer (ORD) reference files and organize it into project reference notebooks.

D. Conduct field reconnaissance and collect data including a photographic record of notable existing features.

1.2. Design Criteria.

A. The ENGINEER shall develop the roadway design criteria based on the controlling factors specified by the State (i.e., 4R, 3R, 2R, or special facilities), by use of the funding categories, design speed, functional classification, roadway class and any other set criteria as set forth in PS&E Preparation Manual, Roadway Design Manual, Hydraulic Design Manual, and other deemed necessary State approved manuals. In addition, the ENGINEER shall prepare the Design Summary Report (DSR) and submit it electronically. The ENGINEER shall obtain written concurrence from the CITY and State prior to proceeding with a design if any questions arise during the design process regarding the applicability of State's design criteria.

1.3. Preliminary Cost Estimates.

A. The ENGINEER shall develop a preliminary cost estimate using the Average Low Bid Unit Price. Because the ENGINEER does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.

1.4. Design Concept Conference.

A. In accordance with the State's Project Development Process Manual, the ENGINEER, in cooperation with the CITY and State, shall plan, attend, and document the Design Concept Conference (DCC) to be held prior to the geometric layout submittal. In preparation for the DCC, the ENGINEER shall complete a State's Design Summary Report (DSR) to serve as a checklist for the minimum required design considerations. The conference will provide for a brainstorming session in which decision makers, stakeholders and technical personnel may discuss and agree on:

1. Roadway and drainage design parameters
2. Engineering constraints
3. Project development schedule
4. Other issues as identified by the CITY and State
5. Identify any Design Exceptions and Waivers
6. Preliminary Construction Cost Estimate

TASK 2 – SUBSURFACE UTILITY ENGINEERING

2.1 Utility Engineering Investigation.

Includes utility investigations subsurface and above ground prepared in accordance with AASHTO standards [ASCE C-1 38-02 (http://www.fhwa.dot.gov/programadmin/asce.cfm)] and Utility Quality Levels as follows.

A. Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

1. Quality Level D - Existing Records: Utilities are plotted from review of available existing records.
2. Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D, a new schematic or plan layout will be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included along existing intersecting roadways.
3. Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D, a new schematic or plan layout will be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included along existing intersecting roadways.

4. Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A.

2.2 Subsurface Utility Locate (Test Hole) Service (Quality Level A)

A. Locate means to obtain precise horizontal and vertical position, material type, condition, size, and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D.

B. The ENGINEER shall:

1. Review requested test hole locations and advise the CITY and State in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.
2. Coordinate with utility owner inspectors as may be required by law or utility owner policy.
3. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
4. Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the ENGINEER:
   a. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
   b. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
   c. Elevation of existing grade over utility at test hole location.
   d. Horizontal location referenced to project coordinate datum.
   e. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
   f. Utility facility material(s).
   g. Utility facility condition.
   h. Pavement thickness and type.
   i. Coating/Wrapping information and condition.
   j. Unusual circumstances or field conditions.
5. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.
6. Be responsible for any damage to the utility during the locating process. In the event of damage, the ENGINEER shall stop work, notify the appropriate utility facility owner, the CITY and State and appropriate regulatory agencies. The regulatory agencies include but are not limited to the Railroad Commission of Texas and the Texas Commission on Environmental Quality. The ENGINEER shall

not resume work until the utility facility owner has determined the corrective action to be taken. The ENGINEER shall be liable for all costs involved in the repair or replacement of the utility facility.

7. Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The ENGINEER shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
8. Furnish and install a permanent above ground marker (as specified by the State, directly above center line of the utility facility.
9. Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the ENGINEER shall return to correct the condition at no extra charge to the CITY and State.
10. Plot utility location position information to scale and provide a comprehensive utility plan sign and sealed by the responsible ENGINEER. This information shall be provided in the latest version of Micro Station or Geopak format used by the State. The electronic file will be delivered on C.D or DVD. When requested by the CITY and State, the Locate information must be over laid on the State's design plans.
11. Return plans, profiles, and test hole data sheets to the CITY and State. If requested, conduct a review of the findings with the CITY and State.
12. Close-out permits as required.

2.3 Project SUE Scope

A. The scope of this proposal includes Quality Level "A" and "B" SUE. Utilities to be designated include gas, telecommunications, electric, traffic signals, storm, water, and sanitary sewer. Overhead inventory is to be included. Designating will be performed within the following limits:

1. SH 158 from Wadley Avenue to Briarwood Road: perform Level "B" designating along SH 158 from Wadley Avenue to Briarwood Road, approximately 1.7-miles in length.
2. Eight (8) QL "A" test holes will be included in the budget. Test hole locations will be determined by Kimley Horn and TRG once the QL "B" SUE deliverable has been reviewed. TRG will have all designating marks and test holes surveyed using project control point data provided by Kimley Horn.

TASK 3 – PRELIMINARY ROADWAY DESIGN

3.1 Geometric Layout

A. Preliminary Geometric Layout. A plan-view only, preliminary geometric layout (LAYOUT) was previously developed for the project limits between SH 191 and SH 349C (Craddick Relief Route) as part of another work authorization. The LAYOUT will be modified to incorporate the proposed Wadley and Briarwood intersection improvements (to be completed as separate projects), eliminate or modify the bicycle lanes along SH 158, per TxDOT Roadway Design Manual criteria, adjust curb lines and pavement markings as needed, add a proposed profile view, and add proposed drainage design layout. The ENGINEER will submit the revised LAYOUT as the 30% milestone submittal to be reviewed and approved by the CITY and State. Plan sheets

will not be included in the 30% milestone submittal package.

B. The LAYOUT will consist of a planimetric file of existing features and the proposed improvements within the existing ROW. The LAYOUT will also show the following features: existing ROW, existing and proposed horizontal and vertical alignment and profile grade line, drainage structures (if applicable), lane widths, cross slopes, ditch slopes, pavement structure, clear zone, dedicated right turn lanes, corner clips, and water surface elevations for various rainfall frequencies (if applicable), etc. Existing major subsurface and surface utilities must be shown on the LAYOUT. The ENGINEER shall develop the proposed alignment to avoid the relocation of existing utilities as much as possible. The ENGINEER shall consider Americans with Disabilities Act (ADA) requirements when developing the Layout. The LAYOUT must be prepared in accordance with the current Roadway Design Manual. The ENGINEER shall provide horizontal and vertical alignment of the project layout in English units for main lanes and cross streets. Minor alignment alternatives must be considered to provide for an optimal design. The project layout must be coordinated with the CITY and State and adjacent ENGINEERs, if any. The ENGINEER shall also provide proposed and existing typical sections with the profile grade line (PGL), lane widths, cross slopes, ROW lines, ditch shapes, pavement structures and clear zones depicted, etc.

3.2 Roadway Design

A. The ENGINEER shall use Bentley's OpenRoads 3D Design technology in the design and preparation of the geometric layout.

B. The ENGINEER shall provide roadway plan and profile in the LAYOUT using CADD standards as required by the State. The LAYOUT must consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map must contain line work that depicts existing surface features. Existing major subsurface and surface utilities must be shown if requested by the CITY and State. Existing and proposed right-of-way lines must be shown.

1. The plan view shall contain the following design elements:

   a. Calculated roadway centerlines for mainlanes and cross streets, as applicable. Horizontal control points must be shown. The alignments must be calculated using OpenRoads horizontal geometry tools.

   b. Pavement edges for all improvements (mainlanes and cross streets, as applicable.)

   c. Lane and pavement width dimensions.

   d. Proposed drainage structure locations, lengths, and widths, as applicable.

   e. Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes must also be shown.

   f. Control of access line, ROW lines and easements.

   g. Begin and end super elevation transitions and cross slope changes.

   h. Limits of riprap, block sod, and seeding.

   i. Existing utilities and structures.

   j. Benchmark information.

k. Radii call outs, curb location, guard fence, crash safety items and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.

2. The profile view shall contain the following design elements:

a. Calculated profile grade for proposed mainlanes (cite direction) and cross streets, if applicable. Vertical curve data, including "K" values must be shown. The profiles must be calculated using OpenRoads vertical geometry tools.

b. Existing and proposed profiles along the proposed centerline of the mainlanes.

3.3 Typical Sections

A. The ENGINEER shall prepare and provide typical sections for all proposed and existing roadways on the LAYOUT. Typical sections will show width of travel lanes, shoulders, outer separations, border widths, curb offsets, and ROW. The typical section will also show Proposed Profile Gradeline (PGL), centerline, pavement design (as applicable), side slopes, sodding or seeding limits, concrete traffic barriers and sidewalks, if required, station limits, riprap, etc.

3.4 Pavement Design

A. The State shall provide the proposed pavement design to be used in the design of the project.

3.5 Pedestrian and Bicycle Facilities

A. The ENGINEER shall coordinate with the CITY and State to incorporate pedestrian and bicycle facilities, as required, on the LAYOUT. All pedestrian facilities shall be designed in accordance with the latest ADAAG, and the Texas Accessibility Standards (TAS) and bicycle facilities shall be designed in accordance with the latest TxDOT design guidelines.

Task 4 – PRELIMINARY DRAINAGE DESIGN

The drainage design for the proposed intersection of SH 158 and Briarwood Road was completed as part of a separate work authorization. This work authorization will consist of preparing a preliminary drainage design between Wadley Avenue and Briarwood Road. The ENGINEER shall perform preliminary storm drainage calculations to determine size and location of proposed internal storm drainage systems, cross culverts and ditch/channels along and within the project location. The ENGINEER understands that a Conditional Letter of Map Revision (CLOMR) was prepared by others in July 2018 for a project along Jal Draw. This CLOMR will herein be referred to as the "Jal Draw CLOMR" and will be relied on as a base model for all Jal Draw hydrologic and hydraulic modeling.

4.1 Data Collection.

A. The ENGINEER shall provide the following data collection services:

1. Conduct field inspections to observe current conditions, outfall channels, cross-drainage structures, drainage easements, and land development projects that contribute flow to the corridor. Document field inspections with digital photos.

2. Collect available and applicable data including Geographic Information System (GIS) data and maps, site survey data, construction plans, previous reports and studies, and readily available rainfall history for the area. Sources of data collected

must include, but are not limited to, the State, County, and Federal Emergency Management Agency (FEMA).

4.2 Preliminary Drainage Design

A. The ENGINEER will compile information gathered during the Data Collection phase of this project to prepare a drainage area map. Drainage areas for Jal Draw shall be adopted from the Jal Draw CLOMR and revisions necessary to support the project will be made.

B. The ENGINEER will perform hydrologic calculations for the 5-, 10-, 25- and 100-year storm events using the Rational Method and Unit Hydrograph Method. The hydrologic model prepared with the Jal Draw CLOMR will be used as the basis for the Unit Hydrograph calculations.

C. The ENGINEER shall perform preliminary storm drain calculations using Manning's Equation

D. The ENGINEER shall use the hydraulic model prepared by the Jal Draw CLOMR as the basis for the Jal Draw analysis. It is understood that the current upstream extent of the hydraulic model is approximately County Road 1250. The ENGINEER will extend the hydraulic model through the project limits to a point approximately 200' upstream of the SH 158 ROW.

E. The ENGINEER shall provide preliminary design for a crossing of SH 158 at Jal Draw. Both a bridge class culvert and a multi-span bridge will be analyzed. The crossing will be designed to convey the design storm with freeboard and produce no adverse impact outside of ROW or proposed drainage easements in the check storm.

F. The ENGINEER shall provide a layout of proposed drainage structures in plan view only. This data will be included on the roll plot prepared under a separate task.

G. The ENGINEER shall provide a layout of proposed drainage ditches in plan view only. Sizing of the ditches will be performed using standard Manning's Equation calculations. Typical ditch sections will be provided. This data will be included on the roll plot prepared under a separate task.

H. The ENGINEER will attend up to two (2) design meetings with the CITY to review drainage design.

TASK 5 – PRELIMINARY SIGNING AND PAVEMENT MARKINGS

5.1 Signing and Pavement Markings.

A. The ENGINEER shall provide a preliminary layout of signing and pavement markings for the purpose of receiving CITY and State approval and calculating quantities to be used in the preparation of the OPCC.

TASK 6 – OPINION OF PROBABLE CONSTRUCTION COST

6.1 Estimate – Opinion of Probable Construction Cost (OPCC)

A. The ENGINEER shall prepare a preliminary Opinion of Probable Construction Cost (OPCC).

TASK 7 - CONTRACT MANAGEMENT AND ADMINISTRATION

The ENGINEER shall perform the following services:

7.1 Perform all work in accordance with the State's latest practices, criteria, specifications, policies, procedures, and Standards of Uniformity (SOU). All documents shall be sufficient to satisfy the current SOUs available from the State.
7.2 Act as an agent for the CITY and State when specified in a work authorization.
7.3 Notify the CITY and State of its schedule, in advance, for all field activities.

7.4 Prepare monthly written progress reports.

7.5 Develop and maintain a detailed project schedule to track project conformance to Exhibit C, Work Schedule. The schedule submittals shall be hard copy and electronic format.

7.6 Meet on a scheduled basis with the CITY and State to review project progress.

7.7 Prepare, distribute, and file both written and electronic correspondence.

7.8 Document phone calls and conference calls as required during the project to coordinate the work for various team members.

DELIVERABLES

A. The ENGINEER shall submit the following deliverables to the State:
    1. Plan/Layout Development
        a. 30% Submittal
            i. Preliminary geometric project layout
            ii. Opinion of Probable Construction Cost

B. Electronic Copies
    1. The ENGINEER shall furnish the State with a USB flash drive of the Geometric Layout in the current graphics format used by the State, .pdf format, and in the District's File Management System (FMS) format.

ADDITIONAL SERVICES

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the CITY. Such services shall include, but are not limited to, the following:

A. Schematic design
B. Environmental documentation
C. Public involvement or public outreach
D. PS&E (30% - 100%)
E. Final drainage design
F. Cross sections
G. Traffic control plan, detours, and sequence of construction
H. Traffic counts or traffic projections
I. Traffic intersection analysis
J. Signal warrants or signal timing

K. Signal design
L. Existing water or sanitary sewer relocations
M. Proposed water or sanitary sewer design
N. Landscape or irrigation design
O. Right of way acquisition services
P. Franchise utility coordination
Q. Bid phase services or construction contract administration

PART 3.0 CITY AND STATE RESPONSIBILITIES

Subject to availability, the services to be provided or performed by the CITY or State will include, but not be limited to, the following items:

1. Name, address, and phone number of the CITY's project manager.
2. Records available that would assist in the completion of the work described in PART 2.0.
3. Review, and coordination of review by the CITY and State, of recommendations offered by the ENGINEER and approval or rejection of any or all work performed under this contract.
4. Review of progress of work and final acceptance of all documents.
5. Processing of all periodic payment requests submitted by ENGINEER.
6. Assistance in the coordination and scheduling of site visits.
7. Available horizontal control points, benchmark elevations and descriptions for vertical control in the project area.
8. Available existing Right-of-Way (ROW) maps of state and municipal highway facilities in the project corridor.
9. Available interface data for any projects adjacent to the project corridor.
10. Current average bid prices for construction, maintenance, and operation costs.
11. Assistance as necessary in obtaining the required data and information from other local, regional, state, and federal agencies.
12. Timely reviews of deliverables in accordance with Part 4.0 (Periods of Service) of the Task Order
13. Authorizations and decisions necessary for the ENGINEER to maintain the project work schedule.
14. Examples of acceptable format for the deliverables required by the work authorizations.

PART 4.0 PERIODS OF SERVICE:

The term of this work authorization commences on the Effective Date and continues without interruption for a term of 3 months. If the ENGINEER determines that additional time is required to complete the Services, the CITY may, but is not obligated to, at their discretion, execute an agreement to grant additional time so long as the amount of consideration does not increase. Deliverables will be submitted to the CITY by the ENGINEER according to the following schedule:

Task	Deliverable	Period of Service
1	Data Collection	Through end of project
2	Subsurface Utility Engineering (SUE)	Q1-2 2023
3 - 7	Roadway Design – Geometric Layout	TBD

PART 5.0 PAYMENTS TO ENGINEER:

The below additional Fee Rate Schedules are incorporated into the Agreement by work authorization as permitted by the articles and Exhibits of the Agreement.

TASK DESCRIPTION	Prime Provider KHA	Sub Provider SURVEY	Sub Provider GEOTECH	Sub Provider SUE	Total Labor Cost
1. Data Collection	$ 8,700.00	$ -	$ -	$ -	$ 8,700.00
2. Subsurface Utility Engineering	$ 7,100.00	$ -	$ -	$50,700.00	$ 57,800.00
3. Roadway Design	$ 56,400.00	$ -	$ -	$ -	$ 56,400.00
4. Drainage Design	$ 79,100.00	$ -	$ -	$ -	$ 79,100.00
5. Signing and Pavement Markings	$ 9,200.00	$ -	$ -	$ -	$ 9,200.00
6. Miscellaneous Design	$ 6,200.00	$ -	$ -	$ -	$ 6,200.00
7. Contract Management and Administration	$ 16,200.00	$ -	$ -	$ -	$ 16,200.00
LABOR SUBTOTALS	$ 182,900.00	$ -	$ -	$50,700.00	$233,600.00
Direct Expenses	$ 800.00				$ 800.00
PROVIDER SUBTOTALS (LUMP SUM)	$ 183,700.00	$ -	$ -	$50,700.00	$234,400.00

The ENGINEER will perform the services described in Part 2.0 - Tasks 1 - 7 of the work authorization on a lump sum basis and will not exceed the maximum labor and expenses fee shown below.

PART 6.0 OTHER: Not Applicable

SH 158 PS&E
FROM: Wadley Avenue
TO: Briarwood Road

PART 1.0 PROJECT UNDERSTANDING

A. Project Description

The ENGINEER shall provide engineering services required for the preparation of 30% to 100% plans, specifications, and estimates (PS&E) and related documents, for SH 158 from Wadley Avenue to Briarwood Road located in Midland, Texas. The roadway improvements will consist of widening SH 158 from a 2-lane rural roadway to a 5-lane urban arterial, designed to City of Midland and/or TxDOT specifications. These services will consist of franchise utility coordination, preparing roadway design, hydrologic and hydraulic design, traffic control design, signing and pavement markings, and bid phase services necessary to support the design process.

Currently, SH 158 is a 2-lane rural roadway with shoulders. This project is 1.7-miles long, with 150-foot Right of Way (ROW) and will tie into proposed intersection improvements at Wadley Avenue and Briarwood Road, which are both to be completed as separate projects. The design of this project will assume that the Wadley Avenue and Briarwood Road intersection projects will be constructed prior to this project construction.

B. Design Criteria

The ENGINEER shall prepare all work in accordance with the latest version of applicable City and State procedures, specifications, manuals, guidelines, standard drawings, and standard specifications or previously approved special provisions and special specifications, which include: the PS&E Preparation Manual, Roadway Design Manual, Hydraulic Design Manual, the Texas Manual on Uniform Traffic Control Devices (TMUTCD), Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, (latest Edition), and other State approved manuals. When design criteria are not identified in City or State manuals, the ENGINEER shall notify the CITY and State and refer to the American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Street, (latest Edition). In addition, the ENGINEER shall follow the State's District guidelines in developing the Plan, Specification, and Estimate (PS&E) package. The ENGINEER shall prepare each PS&E package in a form suitable for letting through the State's construction contract bidding and awarding process.

C. Right of Entry and Coordination

The ENGINEER shall notify the CITY and State and secure permission to enter private property to perform any engineering, surveying or geotechnical activities needed off State right-of-way. In pursuance of the CITY and State's policy with the public, the ENGINEER shall not commit acts which would result in damages to private property, and the ENGINEER shall make every effort to comply with the wishes and address the concerns of affected private property owners. The ENGINEER shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from the CITY and State prior to each entry.

The ENGINEER shall notify the CITY and State and coordinate with adjacent ENGINEERs

on all controls at project interfaces. The ENGINEER shall document the coordination effort, and each ENGINEER shall provide written concurrence regarding the agreed project controls and interfaces. In the event the ENGINEER and the other adjacent ENGINEERs are unable to agree, the ENGINEER and each adjacent ENGINEER shall meet jointly with the CITY and State for resolution. The CITY and/or State will have authority over the ENGINEER's disagreements and the CITY and State's decision will be final.

PART 2.0 SCOPE OF SERVICES

ENGINEER will provide the services specifically set forth below.

TASK 1 – FRANCHISE UTILITY COORDINATION

1.1 Franchise Utility Design Coordination

A. Final Design Coordination:

1. At the 90% and 100% stages of PS&E development, send project plans to all Franchise Utilities via PDF to provide project limits, details and schedule for construction.
2. Data Collection and Research:
   a. Update and maintain database of existing franchise utility representatives, including representative contact information (email, mailing address, phone, etc.).
   b. Prepare PS&E exhibit that indicates franchise utility locations based upon SUE.
   c. Identify potential utility conflicts with the proposed roadway and drainage improvements and document in a utility conflict matrix.
   d. Survey potholes of located utilities and incorporate data into the design files to determine actual location and depth of utilities.
   e. Schedule (2) meetings, after 90% and 100% submittals, with franchise utility companies to provide notice of potential conflicts and proposed locations (offset and/or depth) for relocated lines that would be clear of proposed roadway and drainage improvements.

1.2 *Franchise Utility Relocation Coordination*

The ENGINEER shall provide Franchise Utility Relocation Coordination at the written request of the CITY and State. These services shall be considered additional services until the written request is made. The request shall include a description of the work requested, a mutually agreed upon time limit, number of coordination meetings, and any special instructions for coordination and submittal. These services will consist of the following:

1. *Coordinate utility relocation assignments and schedule*
   a. *Schedule (#) bi-monthly coordination meetings with franchise utility companies. These meetings will be held for engaging franchise utility companies, to identify potential utility conflicts, and to coordinate the scheduling of relocating conflicting utilities.*
   b. *ENGINEER will work with franchise utilities and review relocation plans to be prepared by the utility companies and initiated prior to letting.*

TASK 2 – ROADWAY DESIGN

2.1 Roadway Design

A. The ENGINEER shall refer to the previously prepared geometric layout of SH 158, from Wadley Avenue to Briarwood Road, and use Bentley's OpenRoads 3D Design technology in the design and preparation of the roadway plan sheets.

B. The ENGINEER shall provide roadway plan and profile drawings using CADD standards as required by the State. The drawings must consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map must contain line work that depicts existing surface features. Existing major subsurface and surface utilities must be shown if requested by the CITY and State. Existing and proposed right-of-way lines must be shown. Plan and Profile must be shown on separate or same sheets (this depends upon width of pavement) for main lanes and frontage roads.

1. The plan view shall contain the following design elements:
   a. Calculated roadway centerlines for mainlanes and cross streets, as applicable. Horizontal control points must be shown. The alignments must be calculated using OpenRoads horizontal geometry tools.
   b. Pavement edges for all improvements (mainlanes and cross streets, as applicable.)
   c. Lane and pavement width dimensions.
   d. Proposed drainage structure locations, lengths, and widths.
   e. Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes must also be shown.
   f. Drawing scale shall be 1" =100'.
   g. Control of access line, ROW lines and easements.
   h. Begin and end super elevation transitions and cross slope changes.
   i. Limits of riprap, block sod, and seeding.
   j. Existing utilities and structures.
   k. Benchmark information.
   l. Radii call outs, curb location, concrete traffic barrier (CTB), guard fence, crash safety items and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.
2. The profile view shall contain the following design elements:
   a. Calculated profile grade for proposed mainlanes (cite direction) and cross streets, if applicable. Vertical curve data, including "K" values must be shown. The profiles must be calculated using OpenRoads vertical geometry tools.
   b. Existing and proposed profiles along the proposed centerline of the mainlanes.
   c. Drawing vertical scale to be 1" =10'.

2.2 Typical Sections

A. The ENGINEER shall prepare typical sections for all proposed and existing roadways. Typical sections will show width of travel lanes, shoulders, outer separations, border widths, curb offsets, and ROW. The typical section will also show Proposed Profile Gradeline (PGL), centerline, pavement design, longitudinal joints, side slopes, sodding or seeding limits, concrete traffic barriers and sidewalks, if required, station limits, existing pavement removal, riprap, limits of embankment and excavation, etc.

2.3 Mainlane Design

A. The ENGINEER shall provide the design of SH 158 mainlanes. The design must be consistent with the current TxDOT Roadway Design Manual.

2.4 Cross Streets

A. The ENGINEER shall provide an intersection layout detailing the pavement design and drainage design at the intersection of each cross street. The layout will consist of the horizontal and vertical alignments, curb returns, geometrics, transition length, stationing, pavement, drainage details, and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items. The ENGINEER shall design for full pavement width to the ROW and provide a transition to the existing roadway.

2.5 Cut and Fill Quantities

A. The ENGINEER shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 100 feet intervals. Cross sections must be delivered in standard Open Roads Designer format on 11"x17" sheets or roll plots and electronic files. The ENGINEER shall provide all criteria and input files used to generate the design cross sections. Cross sections and quantities must include existing pavement removals. Annotation shall include at a minimum existing and proposed ROW, side slopes (front & back), profiles, etc.

B. The ENGINEER shall submit a PDF set of drawings at the 60%, and 90%, and final submittals, respectively.

2.6 Plan Preparation

A. The ENGINEER shall prepare roadway plans, profiles, and typical sections for the proposed improvements. This scope of services and the corresponding cost proposal are based on the ENGINEER preparing plans to construct main lanes and cross streets at intersections. The roadway plans must consist of the types and be organized in the sequence as described in the PS&E Preparation manual.

2.7 Pavement Design

A. The State shall provide the proposed pavement design to be used in the design of the project.

2.8 Pedestrian Facilities

A. The ENGINEER shall coordinate with the CITY and State to incorporate pedestrian facilities as required or shown on the project's geometric layout. All pedestrian facilities shall be designed in accordance with the latest ADAAG and the Texas Accessibility Standards (TAS) and bicycle facilities shall be designed in accordance with the latest TxDOT design guidelines.

2.9 Storm Water Pollution Prevention Plan (SW3P)

A. The ENGINEER shall develop SW3P, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SW3P shall include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control.

2.10 Compute and Tabulate Quantities

A. The ENGINEER shall provide the summaries and quantities within all formal submittals.

2.11 Specifications and General Notes.

A. The ENGINEER shall identify necessary standard specifications, special specifications, special provisions, and the appropriate reference items. The

ENGINEER shall prepare General Notes from the District's *Master List of General Notes*, Special Specifications and Special Provisions for inclusion in the 90% and 100% plans and bidding documents. The ENGINEER shall provide General Notes, Special Specifications and Special Provisions in the required format.

Task 3 – DRAINAGE DESIGN

The drainage design for the proposed intersection of SH 158 and Briarwood Road was completed as part of a separate work authorization. A previously prepared geometric layout prepared a preliminary drainage design between Wadley Avenue and Briarwood Road, with reference to a Jal Draw drainage study performed by others.

3.1 Data Collection.

A. The ENGINEER shall provide the following data collection services:

1. Conduct field inspections to observe current conditions, outfall channels, cross-drainage structures, drainage easements, and land development projects that contribute flow to the tributary. Document field inspections with digital photos.
2. Collect available and applicable data including Geographic Information System (GIS) data and maps, site survey data, construction plans, previous reports and studies, and readily available rainfall history for the area. Sources of data collected must include, but are not limited to, the State, County, and Federal Emergency Management Agency (FEMA).

3.2 Temporary Drainage Facilities

A. The ENGINEER shall develop plans for all temporary drainage facilities necessary to allow staged construction of the project and to conform with the phasing of adjacent construction projects without significant impact to the hydraulic capacity of the area. Drainage area maps are not required for temporary drainage.

3.3 Plans, Specifications and Estimates (PS&E) Development for Hydraulics.

A. The ENGINEER shall provide the following services:

1. Prepare the PS&E package in accordance with the applicable requirements of the State's specifications, standards, and manuals, including the PS&E Preparation Manual. The PS&E package will consist of the following sheets and documents:
2. External Drainage Area Maps (2 sheet estimate)
3. Internal Drainage Area Maps (2 sheet estimate for Existing and Proposed, total of 4 sheets)
4. Hydrologic Data Sheets (1 sheet estimate)
5. Hydraulic Data Sheets (2 sheet estimate)
6. Storm Drain Plan/Profile Sheets (10 sheets estimate)
7. Construction Details (5 sheet estimate)
8. Identify areas requiring trench protection, excavation, shoring and de-watering.
9. Select any necessary standard details from State or District's list of standards for items such as inlets, manholes, junction boxes and end treatments.
10. Prepare details for non-standard inlets, manholes and junction boxes.
11. Prepare drainage details for outlet protection, outlet structures and utility accommodation structures.
12. Identify pipe strength requirements.
13. Prepare drainage facility quantity summaries.
14. Identify potential utility conflicts and, if feasible, design to mitigate or avoid those identified conflicts

15. Consider pedestrian facilities, utility impacts, and driveway grade drainage impacts.

3.4 Conditional Letter of Map Revision (CLOMR)

A. The ENGINEER understands that the project falls within FEMA's Regulatory Floodplain and Floodway. It is anticipated that construction of the project will produce increase Base Flood Elevations that will require FEMA's approval via CLOMR application. The CLOMR is anticipated to consist of the following:

1. Report Narrative
2. Effective and Annotated FIRM Maps
3. Hydraulic Workmaps
4. Preliminary Culvert Layout Sheet
5. Hydraulic Calculations
6. Endangered Species Act Determination Letter
7. Digital Model and CAD Files.

B. The ENGINEER will submit the CLOMR application to the CITY for review and comment prior to submission to FEMA. This task includes one round of CITY comments. Upon CITY approval, the ENGINEER will submit the CLOMR to FEMA for review.

C. The ENGINEER will perform a field investigation and review of readily available databases relevant to Federal listed species as part of an Endangered Species Act (ESA) Compliance letter need to accompany a CLOMR application. The ENGINEER will make a determination based on the findings a prepared a ESA Compliance Letter. If the field investigation reveals an outcome other than "no potential for Take exists", the ENGINEER can perform a detailed study and produce additional documentation as an additional service.

TASK 4 – TRAFFIC CONTROL

The traffic control plan, any detours, and sequence of construction will be prepared with the assumption that the proposed intersection improvements at SH 158 and Briarwood Road will be constructed prior to these improvements. Any change or modification to the traffic control plan, detours, and/or sequence of construction of this work authorization, because of a change in the sequencing of these two projects, or other adjacent project(s) shall be considered additional services.

4.1 Traffic Control Plan, Detour, Sequence of Construction.

A. The ENGINEER shall prepare Traffic Control Plans (TCP) including TCP typical sections, for the project. If requested by the State, the ENGINEER shall complete Form 2229-Significant Project Procedures along with Page 4 of Form 1002, specifically titled Accelerated Construction Procedures. A detailed TCP must be developed in accordance with the latest edition of the TMUTCD. The ENGINEER shall implement the current Barricade and Construction (BC) standards and TCP standards as applicable. The ENGINEER shall interface and coordinate phases of work, including the TCP, with adjacent ENGINEERs. The ENGINEER shall:

1. Provide a written narrative of the construction sequencing and work activities per

phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The ENGINEER shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flag person, signals, etc.). The ENGINEER shall show temporary roadways and detours required to maintain lane continuity throughout the construction phasing.

2. Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access. The ENGINEER shall notify the CITY and State in the event existing access must be eliminated and must receive approval from the CITY and State prior to any elimination of existing access.
3. Design temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement. The ENGINEER shall show horizontal and vertical location of culverts and required cross sectional area of culverts.
4. Prepare each TCP in coordination with the CITY and State. The TCP must include interim signing for every phase of construction. Interim signing must include regulatory, warning, construction, route, and guide signs.
5. Maintain continuous access to abutting properties during all phases of the TCP.
6. Make every effort to prevent detours and utility relocations from extending beyond the proposed Right-of-way lines. If it is necessary to obtain additional permanent or temporary easements and Right-of-Entry, the ENGINEER shall notify the CITY and State in writing of the need and justification for such action. The ENGINEER shall identify and coordinate with all utility companies for relocations required.
7. Describe the type of work to be performed for each phase of sequence of construction and any special instructions (e.g., storm drain, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
8. Include the work limits, the location of channelizing devices, positive barrier, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.

TASK 5 – SIGNING AND PAVEMENT MARKINGS

5.1 Signing.

A. The ENGINEER shall prepare drawings, specifications, and details for all signs. The ENGINEER shall coordinate with the CITY and State for overall temporary, interim, and final signing. The ENGINEER shall:
   1. Provide a summary of large and small signs to be removed, relocated, or replaced.
   2. Illustrate and number the proposed signs on plan sheets.
   3. Select each sign foundation from State Standards.

5.2 Pavement Marking.

A. The ENGINEER shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The ENGINEER shall coordinate with the CITY and State for overall temporary, interim, and final pavement markings. The ENGINEER shall select Pavement markings from the latest State standards.
B. The ENGINEER shall provide the following information on sign and pavement marking layouts:

1. Roadway layout.
2. Center line with station numbering.
3. Structures that present a hazard to traffic.
4. Location of utilities.
5. Existing signs to remain, to be removed, to be relocated or replaced.
6. Proposed signs (illustrated, numbered and size).
7. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
8. Quantities of existing pavement markings to be removed.
9. Proposed delineators, object markers, and mailboxes.
10. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
11. Right-of-way limits.
12. Direction of traffic flow on all roadways.

TASK 6 - MISCELLANEOUS DESIGN

6.1 Estimate – Opinion of Probable Construction Cost (OPCC)

A. The ENGINEER shall develop and report quantities necessary to construct the contract in standard State bid format at the specified milestones and Final PS&E submittals. The ENGINEER shall prepare an OPCC that shall be provided at each milestone submittal or in TxDOT CONNECT format at the 90% and Final PS&E submittals per State's District requirement.

6.2 Contract time determination.

A. The ENGINEER shall prepare a detailed contract time estimate to determine the approximate time required for construction of the project in calendar and working days (based on the State standard definitions of calendar and working days) at the 90% and Final PS&E milestone. The schedule shall include tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format which depicts the interdependence of the various items and adjacent construction packages. The ENGINEER shall assist the CITY and State in interpreting the schedule.

6.3 Constructability Review.

A. The ENGINEER shall perform constructability reviews at major project design milestones (e.g., 60%, 90%, and final plan) to identify potential constructability issues and options that would provide substantial time savings during construction. The constructability review must be performed for all roadway and structural elements such as Sequence of Work/Traffic Control, Drainage (Temporary and Permanent), Storm Water Pollution Prevention Plan (SW3P), Environmental Permits, Issues and Commitments (EPIC) addressed, identify Utility conflicts; ensuring accuracy and appropriate use of Items, Quantities, General Notes, Standard and Special Specifications, Special Provisions, Contract Time/Schedule, Standards; and providing detailed comments in an approved format. Reviews must be captured in a Constructability Log identifying areas of concern and potential conflict. The ENGINEER shall provide the results of all Constructability reviews and recommendations to the CITY and State at major project design milestone submittals.

TASK 7 - CONTRACT MANAGEMENT AND ADMINISTRATION

The ENGINEER shall perform the following services:

7.1 Perform all work in accordance with the State's latest practices, criteria, specifications, policies, procedures, and Standards of Uniformity (SOU). All documents shall be sufficient to satisfy the current SOUs available from the State.
7.2 Act as an agent for the CITY and State when specified in a work authorization.
7.3 Notify the CITY and State of its schedule, in advance, for all field activities.
7.4 Prepare monthly written progress reports.
7.5 Develop and maintain a detailed project schedule to track project conformance to Exhibit C, Work Schedule. The schedule submittals shall be hard copy and electronic format.
7.6 Meet on a scheduled basis with the CITY and State to review project progress.
7.7 Prepare, distribute, and file both written and electronic correspondence.
7.8 Document phone calls and conference calls as required during the project to coordinate the work for various team members.

TASK 8 - CONSTRUCTION PHASE SERVICES

8.1 The ENGINEER shall provide Construction Phase Services at the written request of the CITY and State's Project Managers. These services shall be considered additional services until the written request is made. The request shall include a description of the work requested, a mutually agreed upon time limit, and any special instructions for coordination and submittal. These services will consist of the following:

A. Attend preconstruction meeting (Omitted)
B. Attend partnering meeting (Omitted)
C. Attend field meetings and make visits to site
D. Calculate quantities and assist the area engineer in preparing change orders
E. Review and approval of shop drawings
F. Review and approval of forming details
G. Responding to requests for information (RFIs)
H. Providing minor redesign (major redesign should be handled with a contract supplement), which will include changes to the affected plan sheets and an updated copy of the 3D corridor model.
I. Answering general questions
J. Providing clarification
K. Other project related tasks in support of the State during construction

DELIVERABLES

A. The ENGINEER shall submit the following deliverables to the State:
   1. Plan Development
      a. 60% Plans Submittal. Provide the State with a review set of plans that consists of the items listed below:
         i. Opinion of Probable Construction Cost (OPCC).
         ii. Preliminary 3D corridor model, in the most current format, created using Bentley's OpenRoads tools, and with detail to verify the design of the 60% plan sheets. The level of detail of the surface and subsurface features will be at the direction of the State.
         iii. Updated Title Sheet with Index of Sheets including Standards
         iv. Final Existing and Proposed Typical Sections
         v. Updated Summary Sheets
         vi. Preliminary Traffic Control Plan Sheets
         vii. Survey Control Data Sheets
         viii. Final Plan & Profile Sheets for all Alignments

ix. Final Intersection Layouts
x. Preliminary Miscellaneous Roadway Details
xi. Final Drainage Area Maps
xii. Preliminary Hydraulic Computations
xiii. Preliminary Signing, Delineation & Pavement Marking Layouts
xiv. Preliminary SWP3 Layouts
xv. Roadway Cross-Sections (scale 1" =20' horizontally and vertically)

b. 90% Review Submittal. Provide the State with a review set of plans that consists of the items listed below:
   i. Opinion of Probable Construction Cost (OPCC).
   ii. New Special Specifications and Special Provisions with Form 1814, if applicable.
   iii. A detailed 3D corridor model, in the most current format, created using Bentley's OpenRoads tools, and with detail to verify the design of the 90% plan sheets. The level of detail of the surface and subsurface features will be at the direction of the State.
   iv. New Special Specifications and Special Provisions with Form 1814, if applicable.
   v. Address 60% Comments
   vi. Updated Title Sheet with Index of Sheets
   vii. Final Existing and Proposed Typical Sections
   viii. Final Summary Sheets
   ix. Final Traffic Control Plan Sheets
   x. Final Control Data Sheets
   xi. Final Plan & Profile Sheets
   xii. Final Intersection Layouts
   xiii. Final Miscellaneous Roadway Details
   xiv. Final Drainage Area Maps
   xv. Final Hydraulic Computations
   xvi. Final Signing, Delineation, & Pavement Marking Layouts
   xvii. Final SWP3 Layouts
   xviii. Final Roadway Cross-Sections (scale 1" =20), if changed
   xix. Final OPCC, marked-up General Notes, Specification Data Sheet, Special Provisions, Special Specifications
   xx. Preliminary Contract Time Determination

c. Final submittal (100%).
   i. Revised plans and supporting documents from 90% review comments.
   ii. Final Contract Time Determination
   iii. A final 3D corridor model, in the most current format, created using Bentley's OpenRoads tools. The level of detail of the surface and subsurface features will be at the direction of the State.
   iv. A final 3D earthwork model, if applicable, in either .XML or .ICM format (as directed by the State) created using Bentley's OpenRoads tools. The level of detail of the surface and subsurface features will be at the direction of the State.

B. Electronic Copies

1. The ENGINEER shall furnish the State with a USB flash drive of the final plans in the current graphics format used by the State, .pdf format, and in the District's File Management System (FMS) format.
2. The ENGINEER shall also provide separate USB flash drive containing cross section information (in dgn, XLR, & ASCII formats) for the contractor's use.
3. The ENGINEER shall provide the Primavera (P6) file or the latest scheduling program used by the State for construction time estimate.

ADDITIONAL SERVICES

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the CITY. Such services shall include, but are not limited to, the following:

A. Design Survey
B. Geotechnical engineering services
C. Subsurface utility engineering
D. Schematic design
E. Environmental documentation
F. Public involvement or public outreach
G. Traffic control plan and sequence of construction beyond what is noted in the scope
H. Traffic counts or traffic projections
I. Traffic intersection analysis
J. Signal warrants or signal timing
K. Signal design
L. Existing water or sanitary sewer relocations
M. Proposed water or sanitary sewer design
N. Landscape or irrigation design
O. Right of way acquisition services
P. Franchise Utility Relocation Coordination
Q. Bid phase services
R. Construction phase services

PART 3.0 CITY AND STATE RESPONSIBILITIES

Subject to availability, the services to be provided or performed by the CITY or State will include, but not be limited to, the following items:

1. Name, address, and phone number of the CITY's project manager.
2. Records available that would assist in the completion of the work described in PART 2.0.
3. Review, and coordination of review by the CITY and State, of recommendations offered by the ENGINEER and approval or rejection of any or all work performed under this contract.
4. Review of progress of work and final acceptance of all documents.
5. Processing of all periodic payment requests submitted by ENGINEER.
6. Assistance in the coordination and scheduling of site visits.
7. Available horizontal control points, benchmark elevations and descriptions for vertical control in the project area.
8. Available existing Right-of-Way (ROW) maps of state and municipal highway facilities in the project corridor.
9. Available interface data for any projects adjacent to the project corridor.
10. Current average bid prices for construction, maintenance, and operation costs.

11. Assistance as necessary in obtaining the required data and information from other local, regional, state, and federal agencies.
12. Timely reviews of deliverables in accordance with Part 4.0 (Periods of Service) of the Task Order
13. Authorizations and decisions necessary for the ENGINEER to maintain the project work schedule.
14. Examples of acceptable format for the deliverables required by the work authorizations.

PART 4.0 PERIODS OF SERVICE:

The term of this work authorization commences on the Effective Date and continues without interruption for a term of 12 months. If the ENGINEER determines that additional time is required to complete the Services, the CITY may, but is not obligated to, at their discretion, execute an agreement to grant additional time so long as the amount of consideration does not increase. Deliverables will be submitted to the CITY by the ENGINEER according to the following schedule:

Task	Deliverable	Period of Service
1	Franchise Utility Design Coordination	Through end of Project
2 - 7	Roadway Design	TBD
	60% PS&E	TBD
	90% PS&E	TBD
	100% PS&E	TBD

PART 5.0 PAYMENTS TO ENGINEER

The Fee Rate Schedules below are incorporated into the Agreement by work authorization as permitted by the articles and Exhibits of the Agreement.

The ENGINEER will perform the services described in Part 2.0 - Tasks 1 - 7 of the work authorization on a lump sum basis and will not exceed the maximum labor and expenses fee shown below.

TASK DESCRIPTION	Total Cost
1. Franchise Utility Coordination	**$ 30,700.00**
2. Roadway Design	**$167,500.00**
3. Drainage Design	**$172,000.00**
4. Traffic Control	**$ 63,900.00**
5. Signing & Pavement Markings	**$ 25,500.00**
6. Miscellaneous Design	**$ 56,800.00**
7. Contract Management and Administration	**$ 49,200.00**
LABOR SUBTOTALS	**$565,600.00**
Direct Expenses	**$ 1,600.00**
TOTAL (LUMP SUM)	**$567,200.00**

City Council Meeting

Item Number: 12

Meeting Date: May 23, 2023

To: City Council / City Manager

From: Tina Jauz, Assistant City Manager

Subject: MOTION APPROVING AN AMENDMENT TO THAT CERTAIN DEMOLITION CONTRACT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND MIDWEST WRECKING CO. OF TEXAS, INC. (DISTRICT 2) (CITY MANAGER)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on May 1, 2023 a resolution authorizing the execution of an amendment to that certain demolition contract with Midwest Wrecking Co. of Texas, Inc.; and authorizing payment for said amendment.

Recommended City Council Action:

Approve

Fiscal Impact:

$67,280.00

Discussion:

This amendment provides for Midwest Wrecking to demolish the former Bank of America motor bank at 405 North Loraine Street that is owned by the City of Midland. By completing the demolition while Midwest Wrecking is mobilized in Midland, there will be considerable cost savings. The cost for demolition is $67,280.00. The entirety of this amount will be reimbursed from the City of Midland to the MDC.

Morris Williams Jr.

City Manager's Office

AMENDMENT TO THE DEMOLITION CONTRACT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND MIDWEST WRECKING CO. OF TEXAS, INC.

THIS AMENDMENT is made and effective May 1, 2023, by and between the Midland Development Corporation ("*MDC*"), a Type A corporation existing under the authority of Chapter 504 of the Texas Local Government Code, and Midwest Wrecking Co. of Texas, Inc. ("*Company*").

WHEREAS, MDC and Company entered into that certain Demolition Contract dated October 25, 2022 (the "*Contract*"), which was approved by the Midland Development Corporation Board of Directors and the Midland City Council; and

WHEREAS, the Contract has been in full force and effect since its effective date and has not been allowed to lapse; and

WHEREAS, Company and MDC desire to make certain amendments to the Contract as set forth below;

WITNESSETH:

For and in consideration of the execution of this Amendment and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

1) Section 1 of the Contract is hereby deleted in its entirety and replaced with the following:

   1. **Cost:** Total Proposal: $3,523,280.00

2) Section 2 of the Contract is hereby deleted in its entirety and replaced with the following:

   2. **Scope of Work:** Company shall perform all work described for the **(i) demolition of the properties located at 300 West Texas, 211 & 221 North Colorado Street and 210 North Big Spring Street, and (ii) demolition and removal of the existing facility on the commercial real property located at 405 North Loraine, which work shall consist of the removal of the canopy, building, and paving to the property lines, as well as the removal of the foundations to at least four (4) feet below the existing paving elevation, and the rough grading of said real property.** The foregoing work is further described in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

3) Section 21 of the Contract is hereby amended so as to include the additional requirements that: (i) the City of Midland, Texas, be named as an additional insured on all insurance policies required under the Contract; and (ii) all insurance policies

Exhibit A

required under the Contract shall include a waiver of subrogation in favor of the City of Midland, Texas.

3) The Contract is hereby amended so as to replace the original exhibit attached to the Contract as **Exhibit A** with **Exhibit A-1**, which is attached hereto and incorporated herein for all purposes.

4) The Contract, inclusive of this Amendment, is hereby ratified and affirmed by Company and MDC, and the Contract shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

[Signature Pages Follow]

EXECUTED by the duly authorized officials as of the day and year first above written.

MIDLAND
DEVELOPMENT CORPORATION

Chase Gardaphe, Chairman

ATTEST:

Jill Pennington, Secretary

MIDWEST WRECKING CO. OF TEXAS, INC.

David C. Densmore, President

THE STATE OF Texas §
§
COUNTY OF Tarrant §

BEFORE ME, Hannah Calvin, a notary public, on this day personally appeared David C. Densmore, President of Midwest Wrecking Co. of Texas, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said Company for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th day of May, A.D., 2023.

Notary Public, in and for
the State of Texas

HANNAH CALVIN
Notary Public, State of Texas
Comm. Expires 12-05-2026
Notary ID 13409095-4

City Council Meeting

Item Number: 13

Meeting Date: May 23, 2023

To: City Council / City Manager

From: Cristina Odenborg Burns, Director of Community Services

Subject: RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2023 TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM FOR THE PROPOSED WILDCATTER TRAIL PROJECT; SUPPORTING THE FUNDING OF THE DEVELOPMENT, IMPLEMENTATION, CONSTRUCTION, MAINTENANCE, MANAGEMENT AND FINANCING OF SAID PROJECT; AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE BENEFIT OF THE PROJECT IF THE PROJECT IS SELECTED FOR FUNDING (DISTRICT 4) (COMMUNITY SERVICES)

Purpose:

The City of Midland Community Services and Engineering Services Departments are seeking permission to apply for funds available through the 2023 TxDOT Transportation Alternatives grant for the proposed Wildcatter Trail project, which will include the construction of multimodal path from the Scharbauer Sports Complex to the City limits line off Deauville Boulevard.

Recommended City Council Action:

Approve

Fiscal Impact:

The cost estimate for the proposed Wildcatter Trail project is $3,911,315.24. This is a reimbursement program, which means that if the project is selected the City will be responsible for financing the project until reimbursement funds are available.

Discussion:

The Texas Department of Transportation is calling for projects under the Transportation Alternatives Program, which provides funding for local bicycle and pedestrian infrastructure projects. TxDOT's 2023 Call for Projects features a two-step application process. Staff submitted a preliminary application for the portion of proposed multimodal Wildcatter Trail located within Midland city limits in January and was informed by TxDOT in March that the proposed project was ready to move forward to step two, which is the detailed application. The deadline for the detailed application is June 5, 2023. Project review will take place in the summer of 2023, and project selection by the Texas Transportation Commission will take place in the fall of 2023. Nominations require a resolution of support from the sponsoring agency committing to the project if selected.

The proposed Wildcatter Trail project will improve a 2.05-mile section of sidewalk into a 10-foot-wide, two-way pedestrian and bike shared use path (SUP) addressing safe connectivity barriers along Champions, Tradewinds, and Deauville rights-of-ways. The SUP will include raised medians with Z-formation crossings, high visibility crosswalks, signage, and ADA compliant ramps with detectable surfaces to transverse several three to five lane intersections. A trailhead will be placed at the start of the trail on Champions with additional signage and mitigation infrastructure at other locations.

Attachments:

Multimodal Wildcatter Trail Overview Map

Morris William Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2023 TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM FOR THE PROPOSED WILDCATTER TRAIL PROJECT; SUPPORTING THE FUNDING OF THE DEVELOPMENT, IMPLEMENTATION, CONSTRUCTION, MAINTENANCE, MANAGEMENT AND FINANCING OF SAID PROJECT; AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE BENEFIT OF THE PROJECT IF THE PROJECT IS SELECTED FOR FUNDING

WHEREAS, the Texas Department of Transportation ("*TxDOT*") issued a call for projects in December 2022 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the City of Midland, Texas (the "*City*"), submitted a preliminary application to TxDOT for funding assistance associated with a certain portion of the multi-modal Wildcatter Trail Project located within the corporate limits of the City (the "*Project*"); and

WHEREAS, in March 2023, TxDOT notified the City that its preliminary application had been accepted and invited the City to submit a second, more detailed application for TA funds for the Project; and

WHEREAS, the TA funds may be used for the development of preliminary engineering (e.g., plans, specifications, estimates, and environmental documentation) and construction of pedestrian and/or bicycle infrastructure; and

WHEREAS, the TA funds require a local match comprised of cash or Transportation Development Credits, if eligible; and

WHEREAS, the TA funds also require that the City be responsible for all non-reimbursable costs and one hundred percent (100%) of overruns, if any; and

WHEREAS, the City Council finds it to be in the public interest to authorize the

submission of an application to TxDOT's 2023 TA Program for the Project; and

WHEREAS, the City Council finds it to be in the public interest to support funding the Project as described in the 2023 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, TxDOT's direct state cost for oversight, and the required local match, if any) and commit to the Project's development, implementation, construction, maintenance, management, and financing; and

WHEREAS, the City Council finds it to be in the public interest to authorize the Interim City Manager to execute an agreement with TxDOT for the benefit of the Project if the Project is selected for funding;

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

SECTION ONE. That the above recitals are hereby adopted and approved.

SECTION TWO. That the City of Midland, Texas, is hereby authorized to submit an application to TxDOT's 2023 TA Program for the proposed Wildcatter Trail Project.

SECTION THREE. That the City of Midland, Texas hereby supports funding the Project as described in the 2023 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, TxDOT's direct state cost for oversight, and the required local match, if any) and is willing to commit to the Project's development, implementation, construction, maintenance, management, and financing.

SECTION FOUR. That the Interim City Manager is hereby authorized to execute an agreement with TxDOT for the benefit of the Project if the Project is selected for funding.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Morris Williams Jr., City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Cristina Burns, Community Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

City of Midland_Multimodal Wildcatter Trail - Champions, Tradewinds, Deauville

Primary Trailhead at the Scharbauer Sports Complex

Primary Trailhead

Wildcatter Trail Route (Improvements to Existing Sidewalks)

A

Primary Trailhead

B

Deauville Blvd, Midland, TX 79706, USA

Wildcatter Trail (SUP to be Constructed)

Wildcatter Trail (Non-Existing Path)

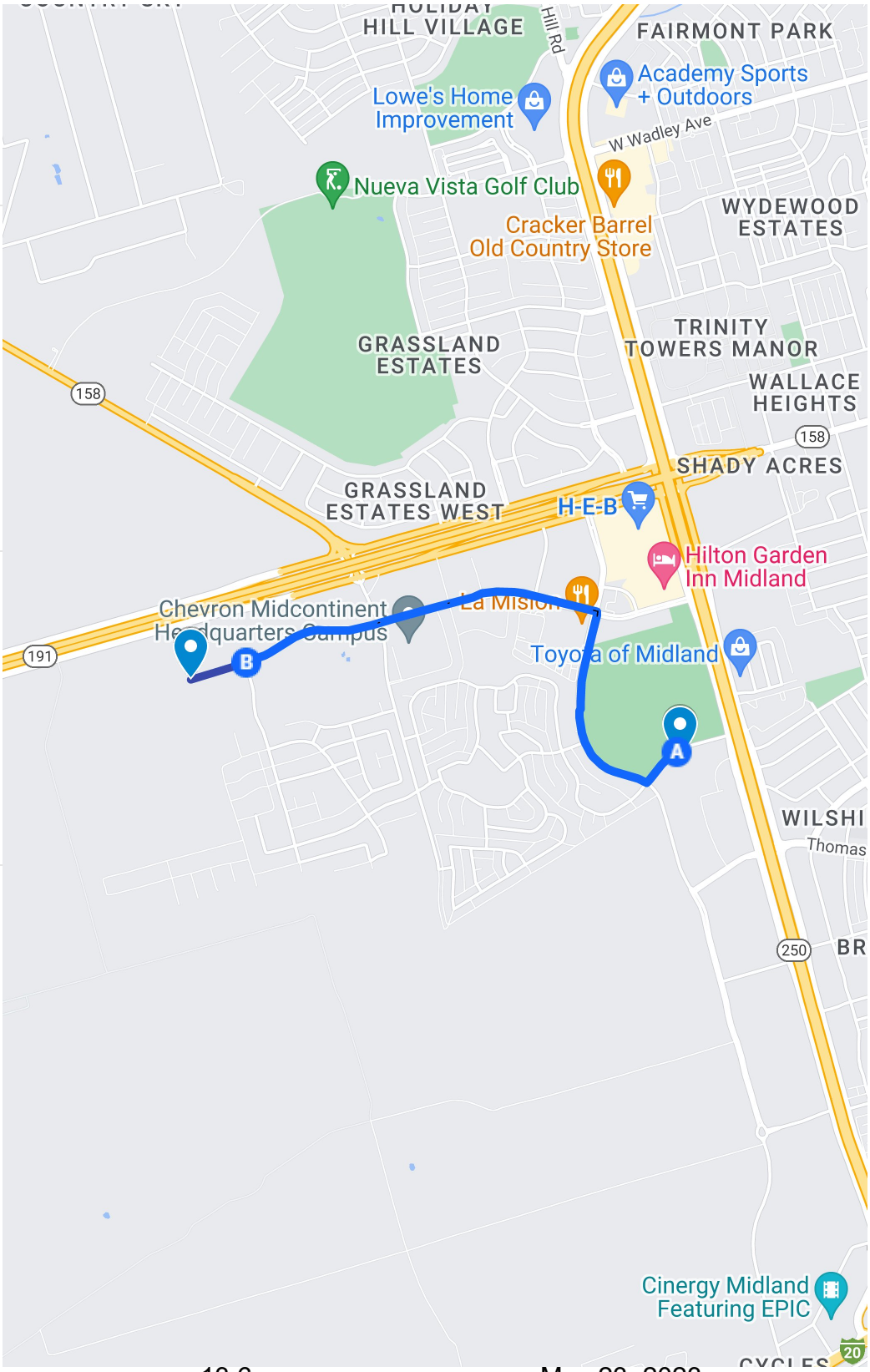
End of Proposed Trail Segment

Intersection Improvements and Ramp Installations

Tradewinds/Deauville Intersection Improvements

Griffith Intersection Improvements

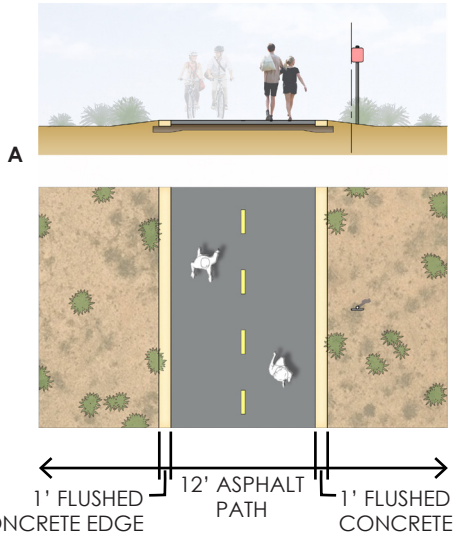
Avalon Intersection Improvements and Ramp Installation

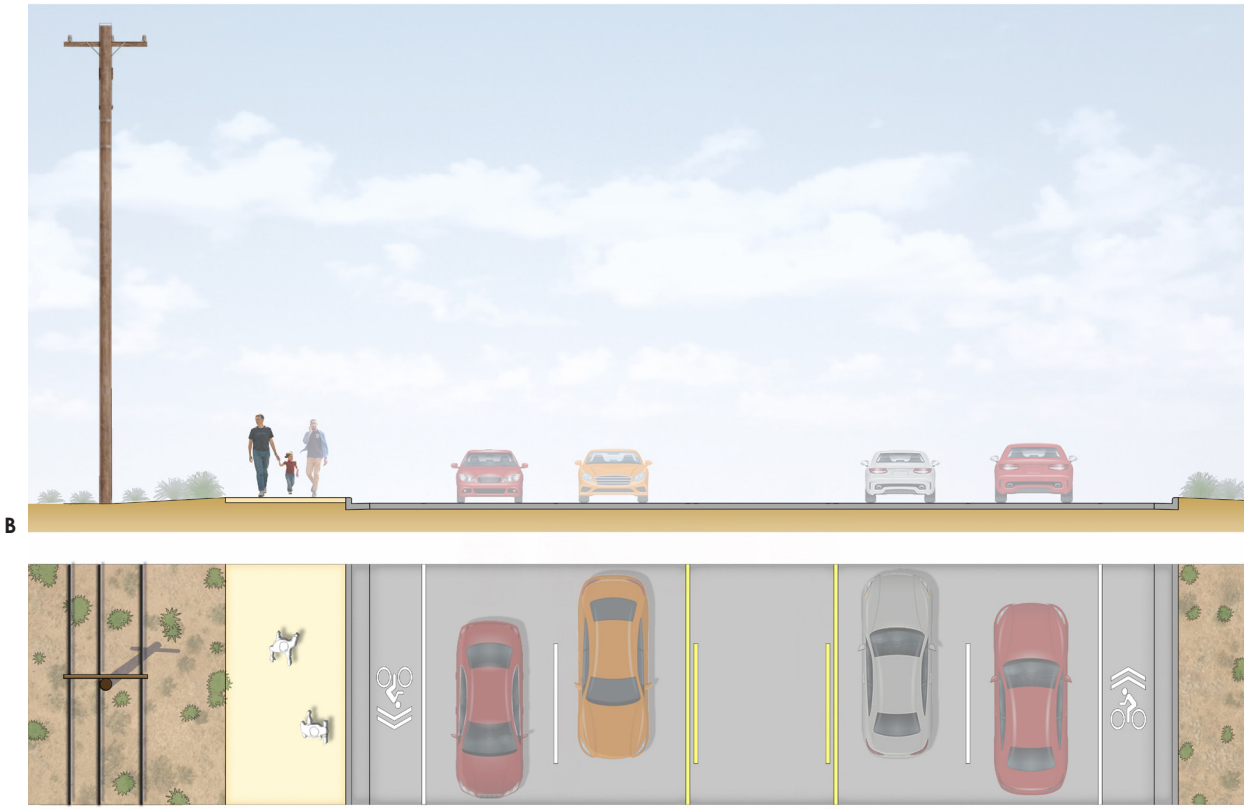


Deauville/Arlington Intersection Improvements and Ramp Installation

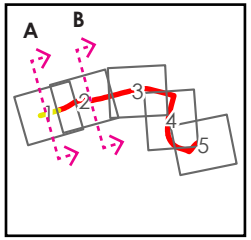
This is the route of the proposed multimodal Wildcatter trail improvements.

SECTION A



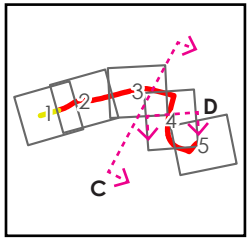


SECTION B



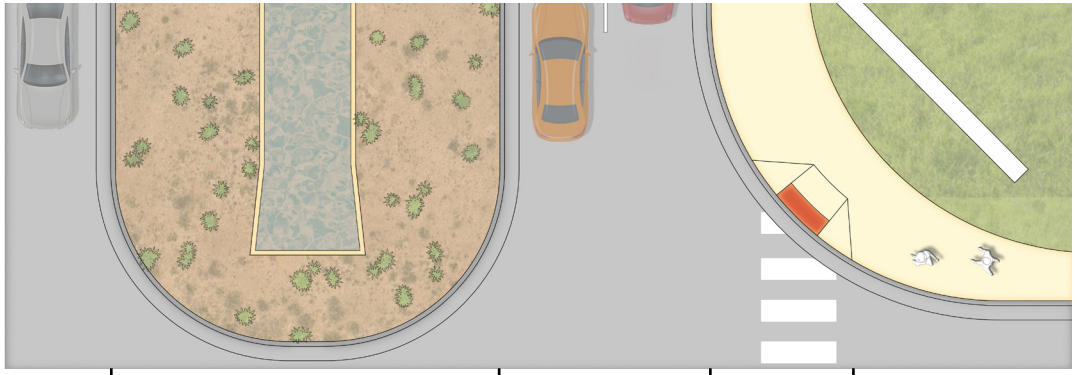
City of Midland Transportation Alternative
Proposed Shared Use Path

Created by DUNAWAY
May 9, 2023



SECTION C

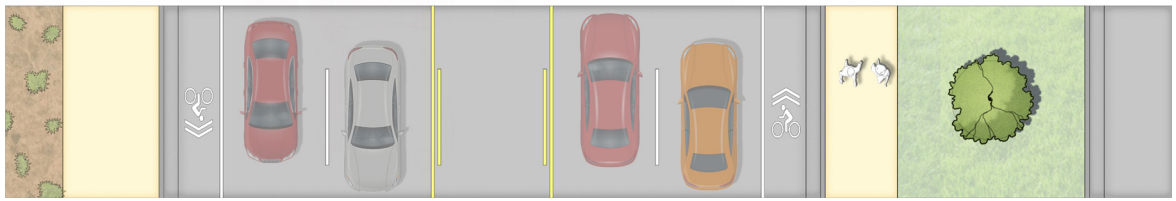




EXISTING ROAD | EXISTING DRAINAGE MEDIAN | EXISTING ROAD | PROPOSE 10' CONCRETE PATH AND CROSSWALK IMPROVEMENTS AT EXISTING SIDEWALK | SHARED USE PATH IMPROVEMENTS TO TIE INTO EXISTING SIDEWALK AND ADA RAMP

SECTION D

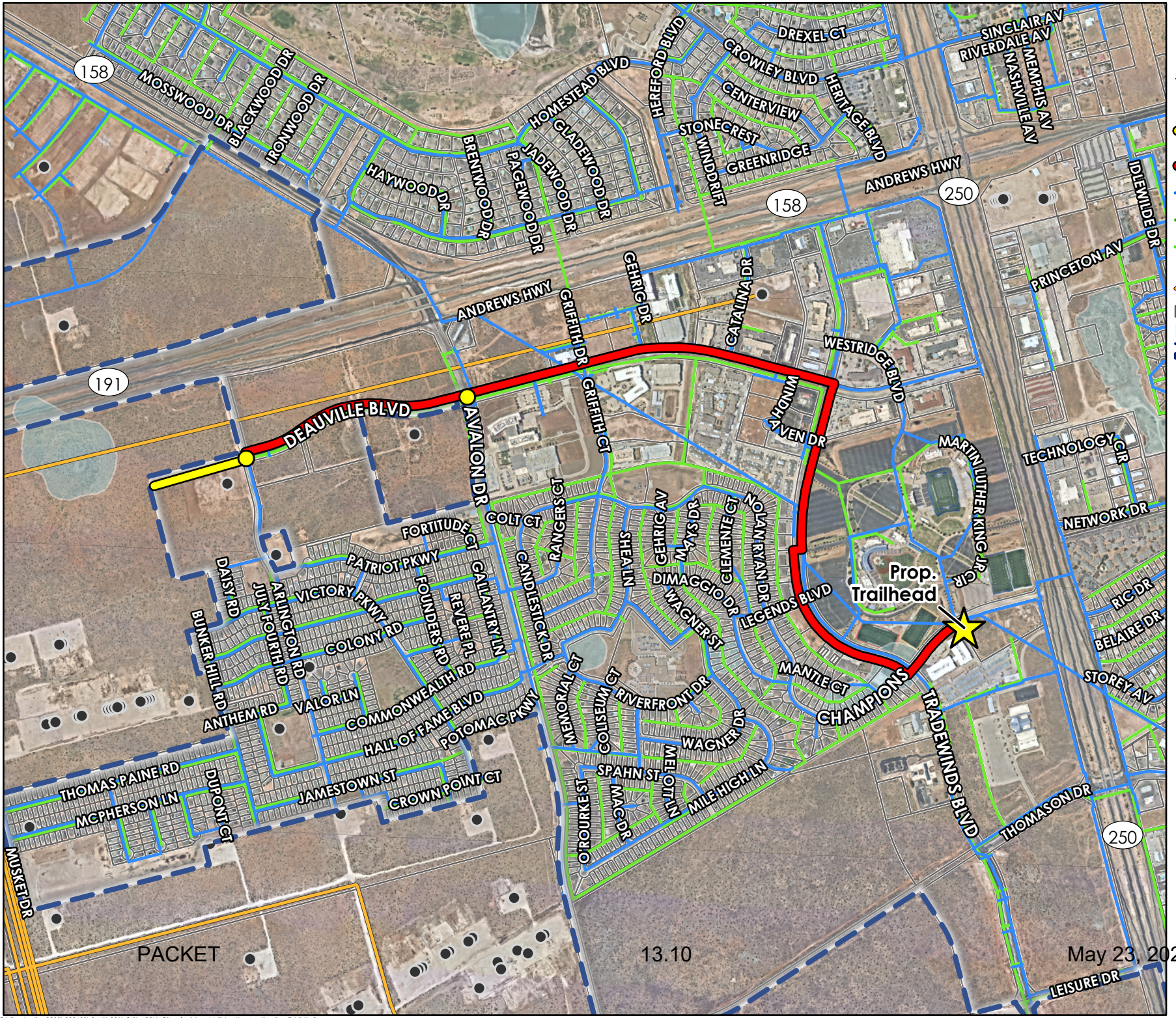




OPEN FIELD | PROPOSED 10' CONCRETE PATH | EXISTING ROAD | EXISTING SIDEWALK | EXISTING LANDSCAPE | EXISTING PARKING LOT

City of Midland Transportation Alternative
Proposed Shared Use Path

Created by DUNAWAY
May 9, 2023


LEGEND
Prop. Trailhead
Prop. Ramp
Prop. Shared Use Path
Prop. Sidewalk or Improvements
Water Main
Sewer Pressurized Main
Sewer Gravity Main
RRC Well
RRC Pipeline
Parcel
100 Yr Floodplain
Midland City Limits
Prop. Trailhead
DEAUVILLE BLVD
AVALON DR
GRIFFITH DR
GRIFFITH CT
GEHRIG DR
ANDREWS HWY
WESTRIDGE BLVD
WINDHAVEN DR
MARTIN LUTHER KING JR
TECHNOLOGY CIR
NETWORK DR
LEGENDS BLVD
CHAMPIONS
MANTLE CT
TRADEWINDS BLVD
THOMASON DR
LEISURE DR
STOREY AV
BELAIRE DR
RIC DR
PRINCETON AV
IDLEWILDE DR
SINCLAIR AV
RIVERDALE AV
NASHVILLE AV
MEMPHIS AV
DREXEL CT
CROWLEY BLVD
HERITAGE BLVD
HEREFORD BLVD
HOMESTEAD BLVD
CENTERVIEW
STONECREST
WINDDRIFT
GREENRIDGE
GLADEWOOD DR
JADEWOOD DR
PAGEWOOD DR
BRENTWOOD DR
HAYWOOD DR
MOSSWOOD DR
BLACKWOOD DR
IRONWOOD DR
CATALINA DR
COLT CT
FORTITUDE CT
RANGER ST
CANDLESTICK DR
SHEA LN
GEHRIG AV
MAYS DR
DIMAGGIO DR
CLEMENTE CT
NOLAN RYAN DR
WAGNER ST
PATRIOT PKWY
VICTORY PKWY
FOUNDERS RD
REVERE FL
GALLANTRY LN
COLONY RD
COMMONWEALTH RD
HALL OF FAME BLVD
POTOMAC PKWY
VALOR LN
ANTHEM RD
BUNKER HILL RD
JULY FOURTH RD
ARLINGTON RD
DAISY RD
MEMORIAL CT
COLISEUM CT
RIVERFRONT DR
WAGNER DR
SPAHN ST
MELLOTT LN
MILE HIGH LN
MAG DR
O'ROURKE ST
JAMESTOWN ST
CROWN POINT CT
DUPONT CT
MCPHERSON LN
THOMAS PAINE RD
MUSKET DR
158
191
250
City of Midland Transportation Alternative
Proposed Shared Use Path
N
0
1,200
Feet
Created by
DUNAWAY
May 8, 2023
PACKET
13.10
May 23, 2023
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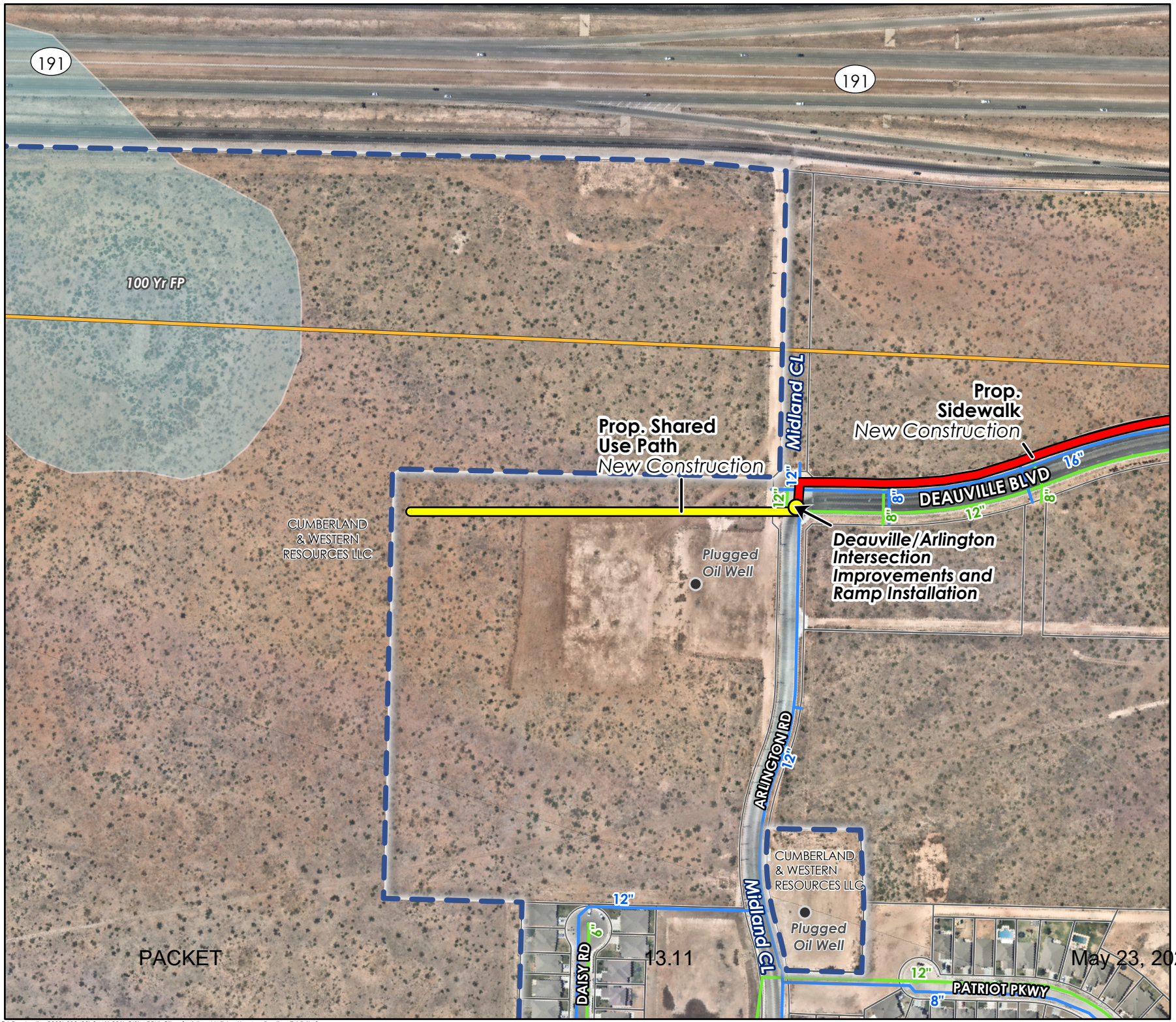

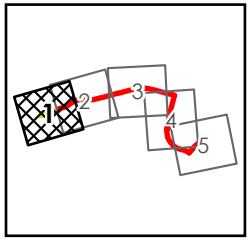

Page
1 of 5

LEGEND

- Prop. Ramp
- Prop. Shared Use Path
- Prop. Sidewalk or Improvements
- RRC Well
- RRC Pipeline
- Water Main
- Sewer Gravity Main
- Parcel
- 100 Yr Floodplain
- Midland City Limits

City of Midland Transportation Alternative
Proposed Shared Use Path

N

0 300 Feet

Created by DUNAWAY
May 8, 2023

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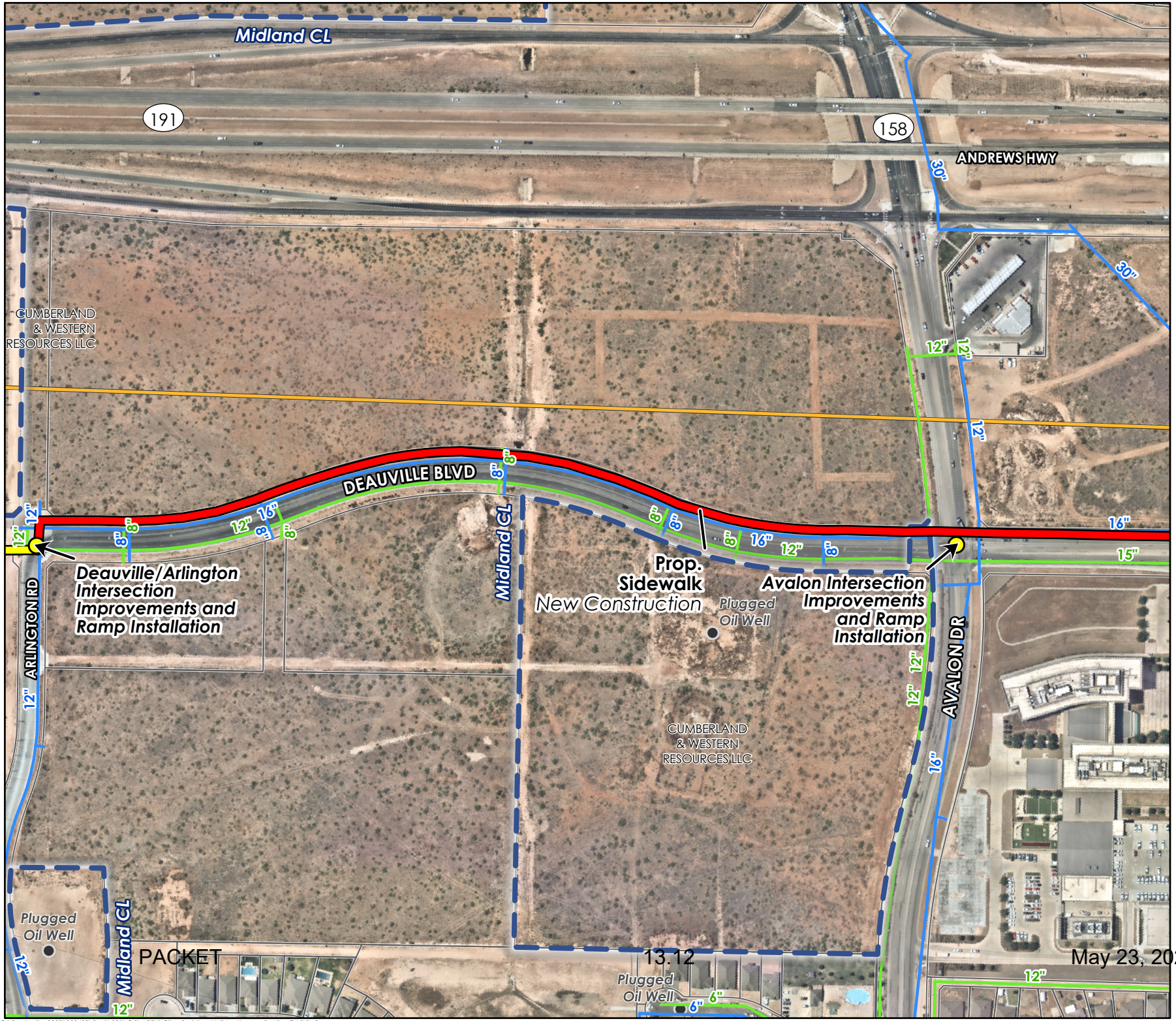

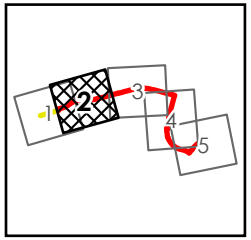

Page **2** of 5

LEGEND

- Prop. Ramp
- Prop. Shared Use Path
- Prop. Sidewalk or Improvements
- RRC Well
- RRC Pipeline
- Water Main
- Sewer Gravity Main
- Parcel
- Midland City Limits

City of Midland Transportation Alternative Proposed Shared Use Path

N

0 300 Feet

Created by DUNAWAY

May 8, 2023

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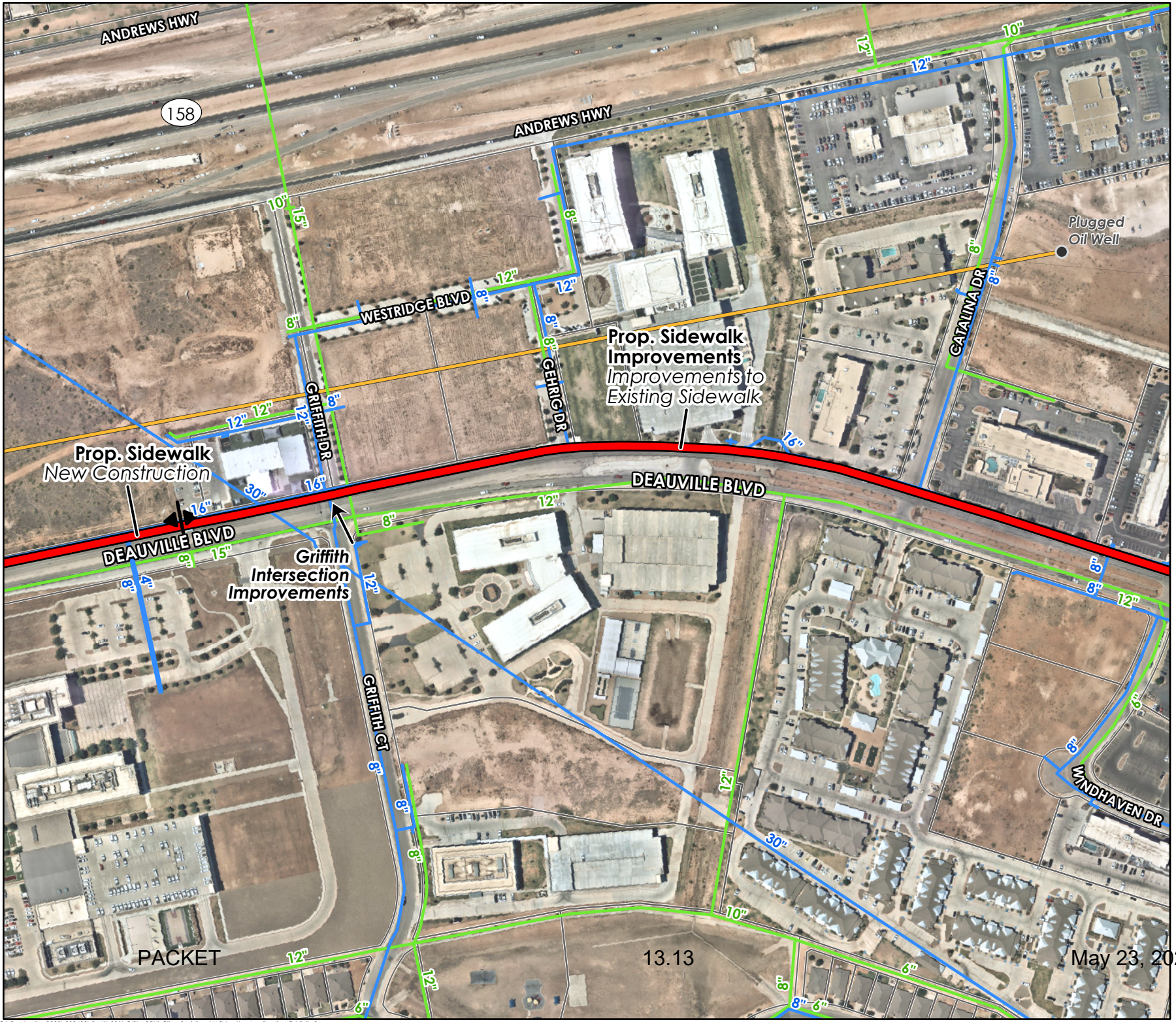

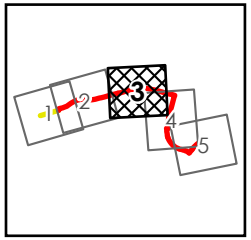

Page **3** of 5

LEGEND

- Prop. Sidewalk or Improvements
- RRC Well
- RRC Pipeline
- Water Main
- Sewer Gravity Main
- Parcel
- Midland City Limits

City of Midland Transportation Alternative

Proposed Shared Use Path

N

0 300 Feet

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May 8, 2023

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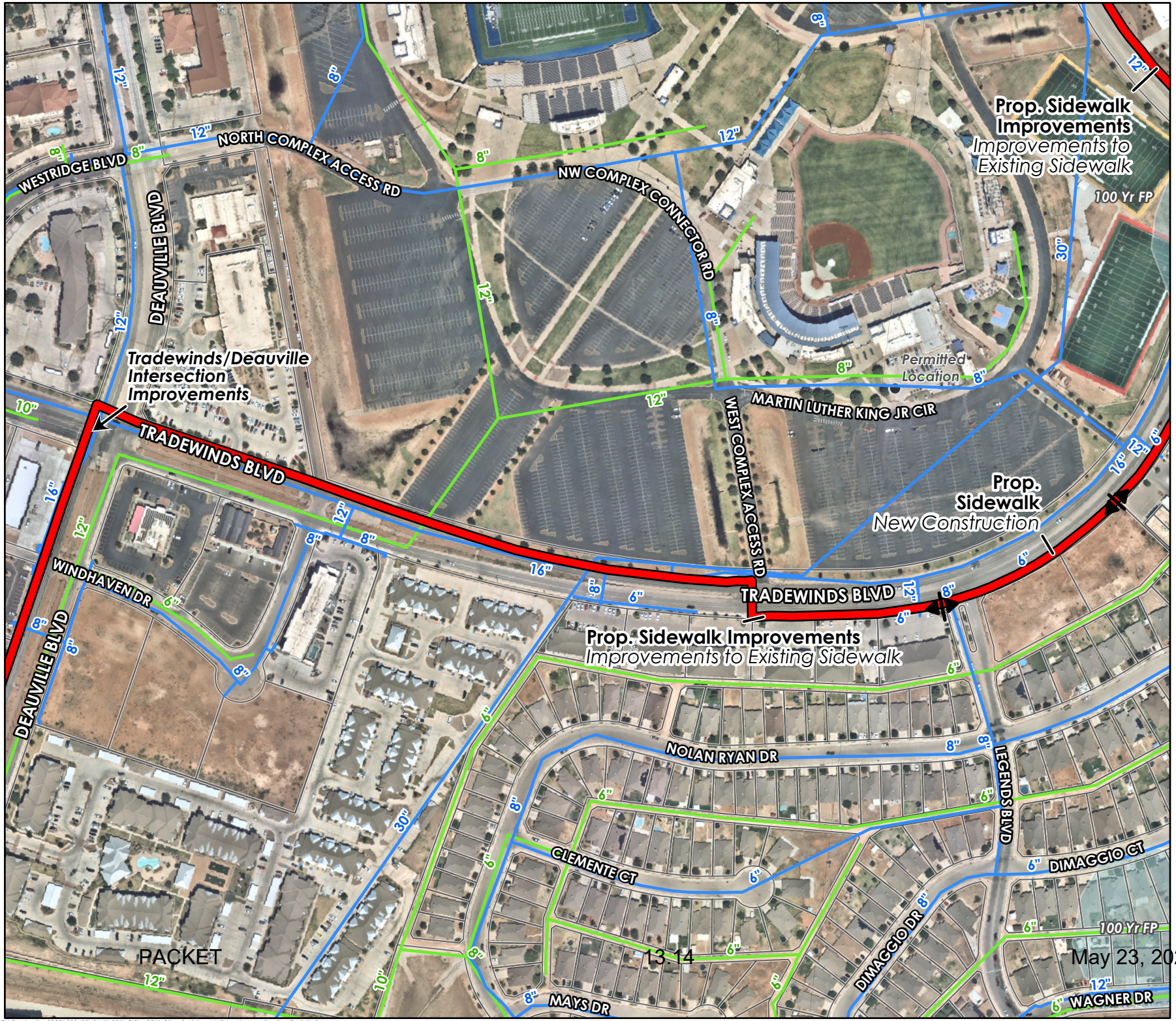

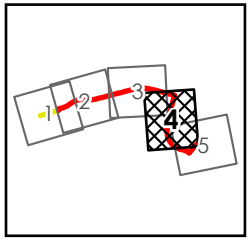

Page **4** of 5

LEGEND

- Prop. Sidewalk or Improvements
- RRC Well
- Water Main
- Sewer Gravity Main
- Parcel
- 100 Yr Floodplain
- Midland City Limits

City of Midland Transportation Alternative
Proposed Shared Use Path

N

0 300 Feet

Created by DUNAWAY
May 8, 2023

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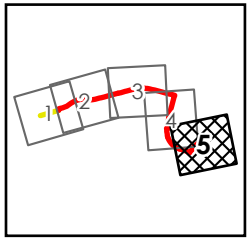

Page **5** of 5

LEGEND

- Prop. Trailhead
- Prop. Sidewalk or Improvements
- RRC Well
- Water Main
- Sewer Gravity Main
- Parcel
- 100 Yr Floodplain
- Midland City Limits

City of Midland Transportation Alternative Proposed Shared Use Path

N

0 300 Feet

Created by DUNAWAY

May 8, 2023

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City Council Meeting

Item Number: 14

Meeting Date: May 9, 2023, May 23, 2023

To: City Council / City Manager

From: Alexandra Walling, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 6, BLOCK 45, FAIRMONT PARK ADDITION, SECTION 15, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED APPROXIMATELY 520 FEET SOUTH OF WEST LOOP 250 NORTH AND APPROXIMATELY 515 FEET WEST OF NORTH MIDLAND DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Scott A. Mommer Consulting C/O Cassie Permenter, is requesting a Zone Change from PD, Planned Development District for a Shopping Center to an amended PD, Planned Development District for a Shopping Center to amend the adopted site plan to allow outside storage and display of merchandise.

Recommended City Council Action:

☒ **Approve** ☐ **Deny** ☐ **Direction/Informational**

Fiscal Impact:

No City funds would be required for this project.

Discussion:

Current Zoning:

PD, Planned Development District for a Shopping Center with a base zoning RR, Regional Retail District. (Ordinance No. 10154)

Surrounding Zoning and Land Use:

The property to the north is zoned PD, Planned District for a Shopping Center, and the location of restaurants. The property to the east is zoned PD, Planned District for a Shopping Center, and the location of retail use. The properties to the south are zoned SF-2, Single-Family Dwelling District, and the location of residences. The property to the west is zoned PD, Planned District for a Shopping Center, and the location of a storage facility.

Analysis:

The subject property is located at 4009 North Midland Drive, the applicant is requesting to amend the site plan for the property to designate an outdoor staging area as well as an area for outdoor sales and display.

The staging area will be enclosed by a six-foot tall wood vinyl screening fence on the east side of the property as illustrated in Exhibit A which will be used to store new products, mainly garden supplies, and will remain there for no longer than 72 hours until taken into the main garden center and/or store. The staging area will be 2,900± square feet.

The outdoor sales and display area will be 5,639± square feet along the north side of the building as shown in Exhibit A. This outdoor sales and display area will be used to store seasonal items such as barbeques, patio furniture, material displays, fencing displays, and landscape products including live plants, blocks, and sand.

This request has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objection to zone change.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections. [For the Applicant’s information only.]

Code: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Planning:

This request conforms with the Tall City Tomorrow Comprehensive Plan, Chapter 3-Land Use Vision. The future land use map designates this area to be used for RC, Regional Commercial developments. These areas are characterized by major community and regional commercial development that are both large in scale and have high traffic impact and are typically located at intersections of arterial streets.

This requested zone change will allow for alterations to the previously adopted Site Plan, which includes the proposed outdoor sales area and staging area.

This item was approved by the Planning and Zoning Commission on April 17, 2023.

Staff recommends approval of this zone change from PD, Planned Development District for a Shopping Center, to Amended PD, Planned Development District for a Shopping Center subject to conditions A and B.

Conditions:

A. **That the use and development of the property shall significantly conform to the site plan and elevation drawings attached hereto as Exhibit "A".**

B. **That outside displays in the areas shown as "Proposed Outdoor Sales & Display Area" in Exhibit "A" are permitted at all times.**

Letters of Objection:

As of May 3, 2023, staff has received no letters of objection for this request.

Attachments:

Site Plan (Exhibit A)
Application
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 6, BLOCK 45, FAIRMONT PARK ADDITION, SECTION 15, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED APPROXIMATELY 520 FEET SOUTH OF WEST LOOP 250 NORTH AND APPROXIMATELY 515 FEET WEST OF NORTH MIDLAND DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

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 6, Block 45, Fairmont Park Addition, Section 15, City and County of Midland, Texas (the "Property") to an amended PD, Planned Development District for a Shopping Center and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Shopping Center to an amended PD, Planned Development District for a Shopping Center.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the RR, Regional Retail District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "A" and

incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the use and development of the Property shall significantly conform to the site plan and elevation drawings attached hereto as Exhibit "A".

B. That outside displays in the areas shown as "PROPOSED OUTDOOR SALES & DISPLAY AREA" in Exhibit "A" are permitted at all times.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

EXHIBIT "A"

THE HOME DEPOT MIDLAND #0561

4009 N MIDLAND DR.
MIDLAND, TX 79707

PROJECT INFORMATION

SITE ADDRESS:	4009 N MIDLAND DR. MIDLAND, TX 79707
APN:	R0000-19-018
ZONING DISTRICT:	U-M NC (URBAN-MEDIUM NEIGHBORHOOD CENTER)
SCOPE OF WORK:	DESIGNATED AREAS INTENDED FOR HOME DEPOT OUTDOOR DISPLAY AND STORAGE AREA.
LOT AREA :	12.96 AC (564,534 SF)
BUILDING AREA:	129,500 SF
COVERAGE AREA:	132,970 SF
TOTAL PARKING:	561 STALLS

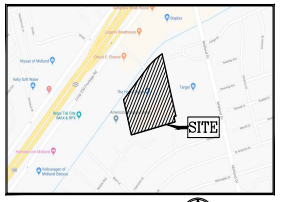
LEGEND

- EXISTING LIMITS OF SUBJECT BOUNDARY
- EXISTING HANDICAP STALLS
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING LIGHT POLE
- EXISTING DOOR/EMERGENCY EXIT
- EXISTING BOLLARD
- EXISTING CART CORRAL
- EXISTING CURB
- EXISTING FENCE
- EXISTING WALL
- EXISTING STRIPING

SHEET INDEX

SHEET 1	COVER SHEET
SHEET 2	OUTDOOR DISPLAY AND STORAGE – SITE PLAN
SHEET 3	OUTDOOR DISPLAY AND STORAGE – ELEVATIONS

SAMC
SCOTT A. MOMMER CONSULTING



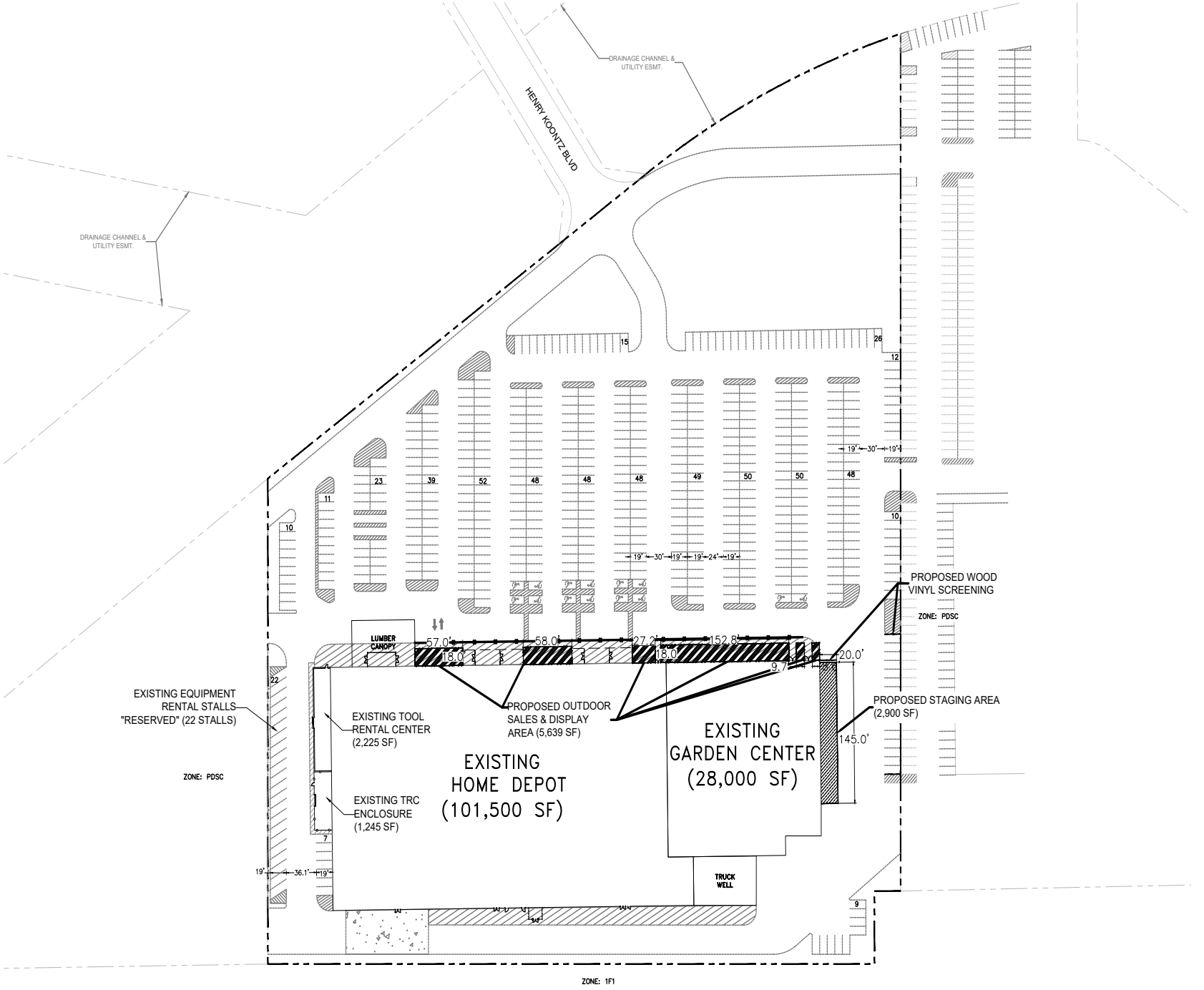
VICINITY MAP
NOT TO SCALE

OUTDOOR DISPLAY AND STORAGE

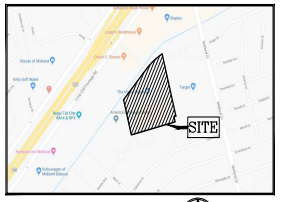
DATE:	9/22/2022
REVISION DATES:	2/24/2023
SITE PLANNER	DAVID GOMEZ
SITE DEV. COORDINATOR	CASSIE PERMENTER

TX - MIDLAND
STORE #0561

ADDRESS:	4009 N MIDLAND DR. MIDLAND, TX 79707
LA PROJECT NUMBER	SM 343.22



SAMC
SCOTT A. MOMMER CONSULTING



VICINITY MAP
NOT TO SCALE

PROJECT INFORMATION

ZONING INFORMATION

APN:	R0000-19-018
ZONING:	PDSC
LAND USE:	U-M NC (URBAN-MEDIUM NEIGHBORHOOD CENTER)
JURISDICTION:	CITY OF MIDLAND,TX

HOME DEPOT SITE DATA

HOME DEPOT AREA	12.96 AC

HOME DEPOT BUILDING AREAS

EXISTING HOME DEPOT BUILDING	101,500 SF
EXISTING GARDEN CENTER	28,000 SF
EXISTING TOOL RENTAL CENTER	+ 2,225 SF
TOTAL HD BUILDING AREA	131,725 SF

PARKING REQUIRED PER CITY CODE

HOME DEPOT (@ 3.7 PER 1,000 SF PER ORDINANCE NO. 8893) (INCLUDING GARDEN CENTER & TRC)	487 STALLS

PARKING PROVIDED

FRONT FIELD PARKING	529 STALLS
SIDE FIELD PARKING	23 STALLS
REAR FIELD PARKING	+ 9 STALLS
TOTAL PARKING PROVIDED	561 STALLS

INCLUDED WITHIN PARKING PROVIDED

ACCESSIBLE PARKING	14 STALLS

NOT INCLUDED WITHIN PARKING PROVIDED

THD EQUIPMENT RENTAL STAGING AREA	22 STALLS (2,900 SF)

NOTE: GREEN STRIPING TO BE INCORPORATED IN PROPOSED STAGING AREA.

OUTDOOR DISPLAY AND STORAGE

DATE:	9/22/2022
REVISION DATES:	2/24/2023
SITE PLANNER	DAVID GOMEZ
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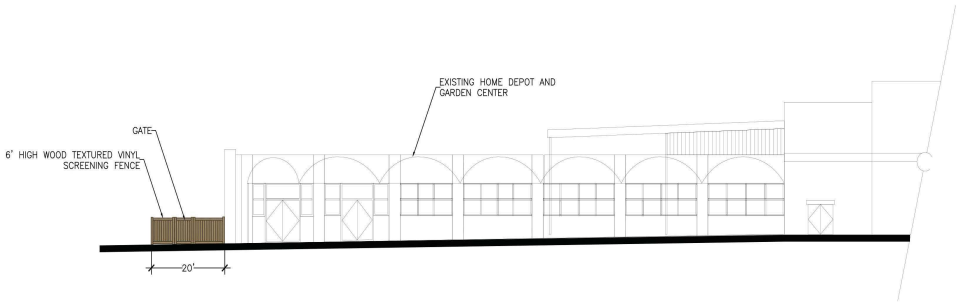
THE HOME DEPOT

TX - MIDLAND
STORE #0561

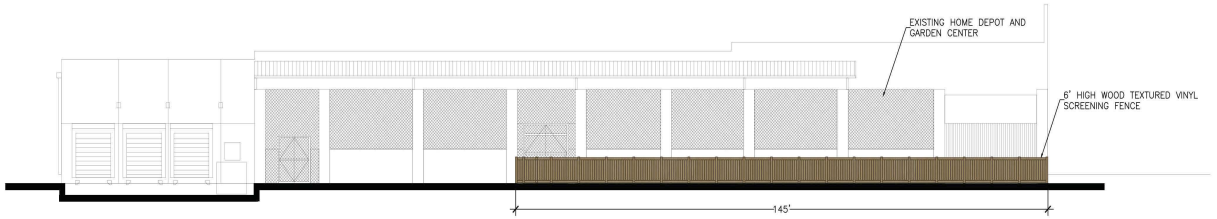
ADDRESS:	4009 N MIDLAND DR. MIDLAND, TX 79707
LA PROJECT NUMBER	SM 343.22

0' 50' 100'
SCALE 1"=50'

SITE PLAN
SHEET 2 OF 3

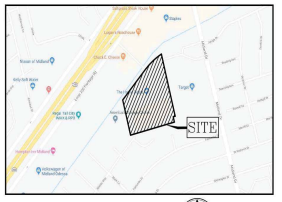


1 PARTIAL NORTH ELEVATION
Scale: 1/16"= 1'-0"



2 EAST ELEVATION
Scale: 1/16"= 1'-0"

SAMC
SCOTT A. MOMMER CONSULTING



VICINITY MAP
NOT TO SCALE

PROJECT INFORMATION

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STORE #0561

ADDRESS:	4009 N MIDLAND DR. MIDLAND, TX 79707
LA PROJECT NUMBER	SM 343.22

0' 50' 100'
SCALE 1"=50'

ELEVATIONS
SHEET 3 OF 3

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SCOPE OF WORK:	DESIGNATED AREAS INTENDED FOR HOME DEPOT OUTDOOR DISPLAY AND STORAGE AREA.
LOT AREA :	12.96 AC (564,534 SF)
BUILDING AREA:	129,500 SF
COVERAGE AREA:	132,970 SF
TOTAL PARKING:	561 STALLS

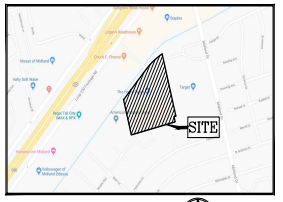
LEGEND

- EXISTING LIMITS OF SUBJECT BOUNDARY
- EXISTING HANDICAP STALLS
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING LIGHT POLE
- EXISTING DOOR/EMERGENCY EXIT
- EXISTING BOLLARD
- EXISTING CART CORRAL
- EXISTING CURB
- EXISTING FENCE
- EXISTING WALL
- EXISTING STRIPING

SHEET INDEX

SHEET 1	COVER SHEET
SHEET 2	OUTDOOR DISPLAY AND STORAGE – SITE PLAN
SHEET 3	OUTDOOR DISPLAY AND STORAGE – ELEVATIONS

SAMC
SCOTT A. MOMMER CONSULTING



VICINITY MAP
NOT TO SCALE

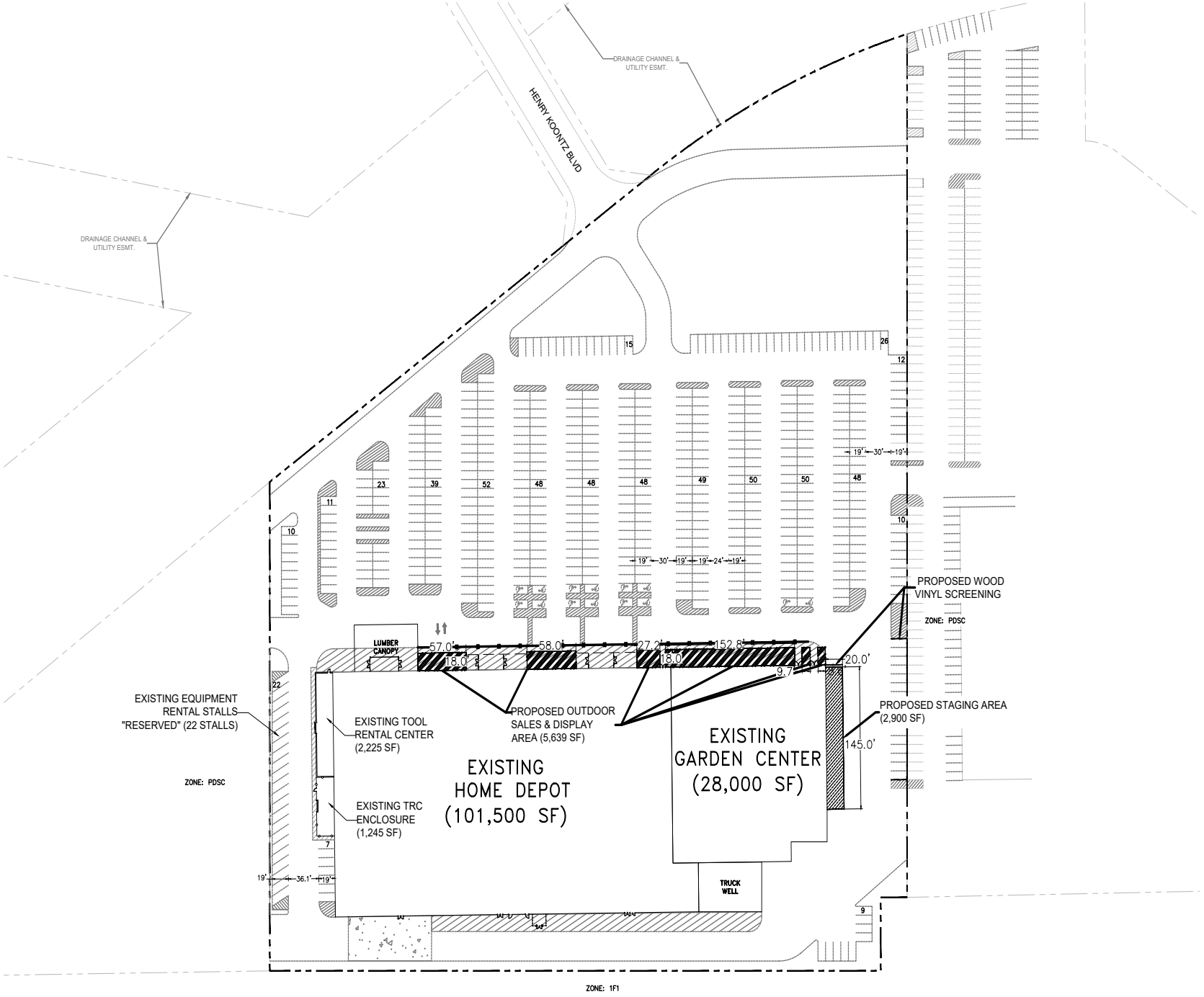
OUTDOOR DISPLAY AND STORAGE

DATE:	9/22/2022
REVISION DATES:	2/24/2023
SITE PLANNER	DAVID GOMEZ
SITE DEV. COORDINATOR	CASSIE PERMENTER

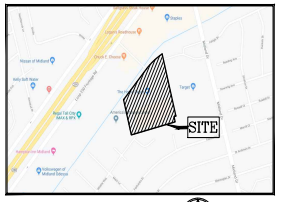
TX - MIDLAND
STORE #0561

ADDRESS:	4009 N MIDLAND DR. MIDLAND, TX 79707
LA PROJECT NUMBER	SM 343.22

PACKET 14.12 May 23, 2023



SAMC
SCOTT A. MOMMER CONSULTING



VICINITY MAP
NOT TO SCALE

PROJECT INFORMATION

ZONING INFORMATION

APN:	R0000-19-018
ZONING:	PDSC
LAND USE:	U-M NC (URBAN-MEDIUM NEIGHBORHOOD CENTER)
JURISDICTION:	CITY OF MIDLAND,TX

HOME DEPOT SITE DATA

HOME DEPOT AREA	12.96 AC

HOME DEPOT BUILDING AREAS

EXISTING HOME DEPOT BUILDING	101,500 SF
EXISTING GARDEN CENTER	28,000 SF
EXISTING TOOL RENTAL CENTER	+ 2,225 SF
TOTAL HD BUILDING AREA	131,725 SF

PARKING REQUIRED PER CITY CODE

HOME DEPOT (@ 3.7 PER 1,000 SF PER ORDINANCE NO. 8893) (INCLUDING GARDEN CENTER & TRC)	487 STALLS

PARKING PROVIDED

FRONT FIELD PARKING	529 STALLS
SIDE FIELD PARKING	23 STALLS
REAR FIELD PARKING	+ 9 STALLS
TOTAL PARKING PROVIDED	561 STALLS

INCLUDED WITHIN PARKING PROVIDED

ACCESSIBLE PARKING	14 STALLS

NOT INCLUDED WITHIN PARKING PROVIDED

THD EQUIPMENT RENTAL STAGING AREA	22 STALLS (2,900 SF)

NOTE: GREEN STRIPING TO BE INCORPORATED IN PROPOSED STAGING AREA.

OUTDOOR DISPLAY AND STORAGE

DATE:	9/22/2022
REVISION DATES:	2/24/2023
SITE PLANNER	DAVID GOMEZ
SITE DEV. COORDINATOR	CASSIE PERMENTER

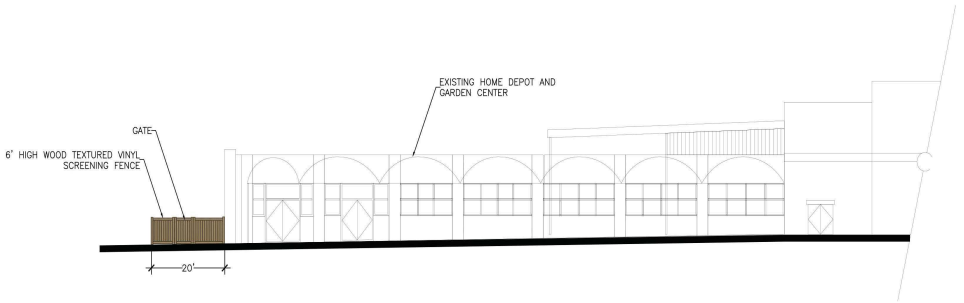
THE HOME DEPOT

TX - MIDLAND
STORE #0561

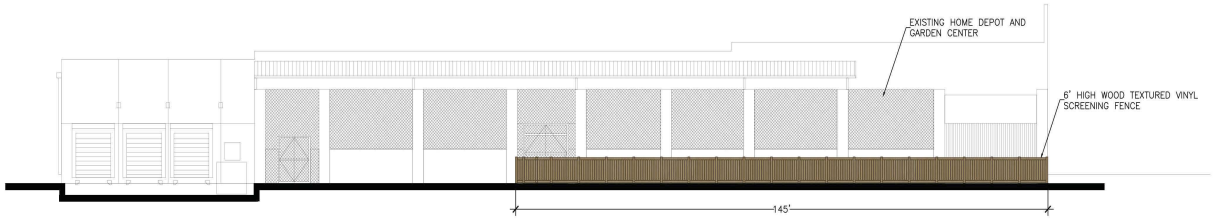
ADDRESS:	4009 N MIDLAND DR. MIDLAND, TX 79707
LA PROJECT NUMBER	SM 343.22

0' 50' 100'
SCALE 1"=50'

SITE PLAN
SHEET 2 OF 3

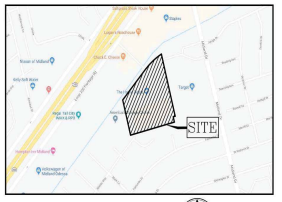


1 PARTIAL NORTH ELEVATION
Scale: 1/16"= 1'-0"



2 EAST ELEVATION
Scale: 1/16"= 1'-0"

SAMC
SCOTT A. MOMMER CONSULTING



VICINITY MAP
NOT TO SCALE

PROJECT INFORMATION

ZONING INFORMATION

APN:	R0000-19-018
ZONING:	PDSC
LAND USE:	U-M NC (URBAN-MEDIUM NEIGHBORHOOD CENTER)
JURISDICTION:	CITY OF MIDLAND,TX

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HOME DEPOT (@ 3.7 PER 1,000 SF PER ORDINANCE NO. 8893) (INCLUDING GARDEN CENTER & TRC)	487 STALLS

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ACCESSIBLE PARKING	14 STALLS

NOT INCLUDED WITHIN PARKING PROVIDED

THD EQUIPMENT RENTAL STAGING AREA	22 STALLS (2,900 SF)

NOTE: GREEN STRIPING TO BE INCORPORATED IN PROPOSED STAGING AREA.

OUTDOOR DISPLAY AND STORAGE

DATE:	9/22/2022
REVISION DATES:	2/24/2023
SITE PLANNER	DAVID GOMEZ
SITE DEV. COORDINATOR	CASSIE PERMENTER

THE HOME DEPOT

TX - MIDLAND
STORE #0561

ADDRESS:	4009 N MIDLAND DR. MIDLAND, TX 79707
LA PROJECT NUMBER	SM 343.22

0' 50' 100'
SCALE 1"=50'

ELEVATIONS
SHEET 3 OF 3

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: Scott A Mommer Consulting C/O Cassie Permenter		Phone (623) 250-3810 ext 103 Email CPermenter@larsandersen.com	
Address 28827 N 91st Avenue	City Peoria	State AZ	Zip 85383

Property Owner Printed Name: HD Development Properties LB C/O Suzanne Russo		Phone (770) 384-2406 Email suzanne_russo@homedepot.com	
Address 2455 Paces Ferry Rd C-20	City Atlanta	State GA	Zip 30339

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 4009 N Midland Drive TX 79707

Legal Description
Lot: Block: Subdivision:

Current Zoning: PDSC	**Proposed Zone:** SC *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: To utilize outdoor storage areas, front sidewalk sales and seasonal sales during specific times through the year.

Present Use of Property: Home Depot

Proposed Use of Property: Home Depot with Seasonal Sales, Front Sidewalk Sales and Outdoor Storage Areas

How would this zone change affect the public health, safety and welfare? It would make it easier for customers to purchase big ticket items. Additionally, having designated areas would promote safety throughout the parking lot.

Describe how conditions affecting the property have changed since present zoning designation: N/A

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): *Cassandra Permenter*	Date: 8/22/2022
Applicant (printed): Cassandra Permenter	
Property Owner (signature): Suzanne Russo	Date: 8-23-22
Property Owner (printed) : Suzanne Russo	

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~~ GA
COUNTY OF ~~MIDLAND~~ Cobb

Before me, the undersigned authority, on this day personally appear Suzanne Russo who, being by me duly sworn, upon oath says: That (s)he is the owner of Property 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 23 day of August, 2022, to certify which witness my hand and seal of office.

Barbara Turner

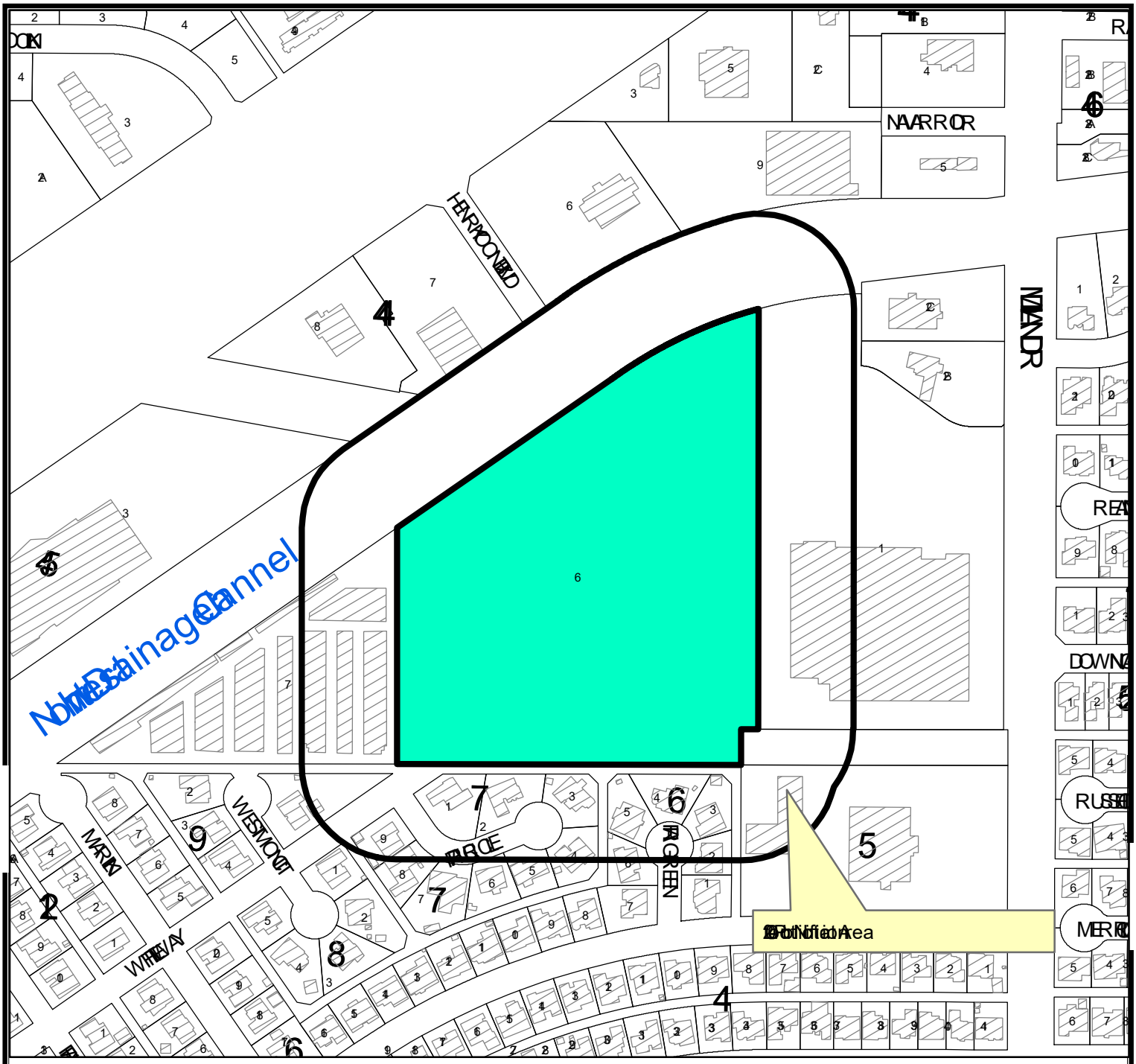
Barbara Turner
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 09/10/2022

Fulton GA
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-22-0320

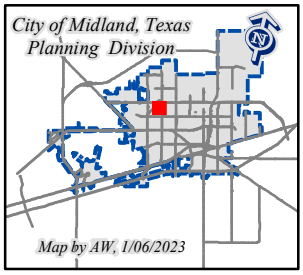
Scale: 1" = 300'

Consider a request by Scott A Mommer Consulting C/O Cassie Permenter for a zone change from PD, Planned Development District for a Shopping Center to PD, Planned Development District for a Shopping Center, on Lot 6, Block 45, Fairmont Park Addition, Section 15, City and County of Midland, Texas.

Generally located approximately 520-feet south of West Loop 250 North and approximately 515-feet west of North Midland Drive. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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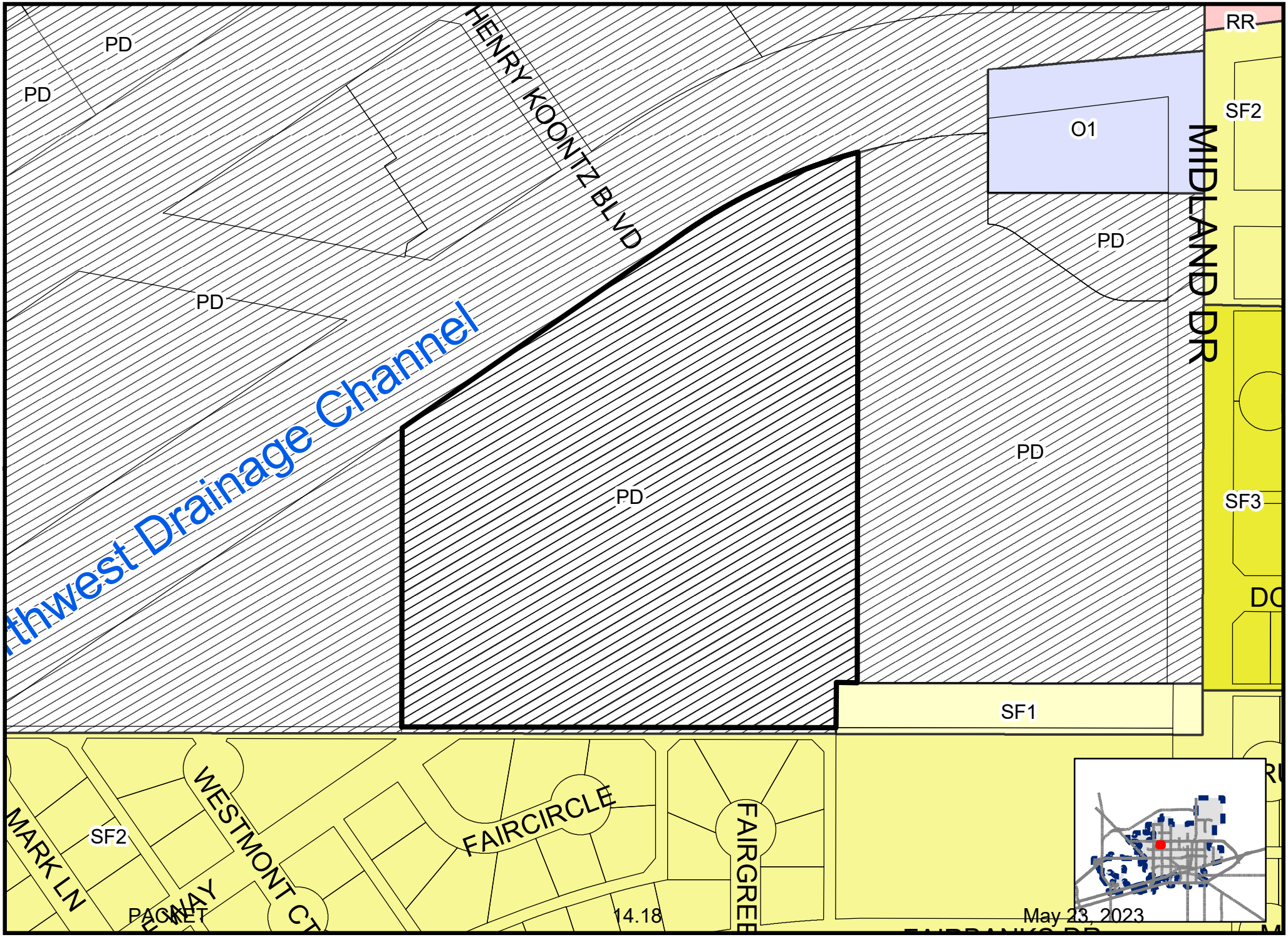
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By AW, 1/06/2023

Z-22-0320

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

MEMORANDUM

DATE: November 3rd 2022

TO: Planning Department
City of Midland

FROM: Cassie Permenter
Scott A Mommer Consulting

SUBJECT: Parking Analysis for the proposed Home Depot Outdoor Display & Storage : 4009 N Midland Drive Midland, TX 79707

This memorandum documents the parking analysis for the proposed Outdoor Display & Storage at the above address. The purpose of the memo is to request approval of the proposed parking supply to accommodate the project. This parking analysis includes a project description and parking supply summary, documentation of minimum code required parking, and estimated peak parking demand forecasts based on parking demand studies conducted at existing Home Depot sites.

Project Description

The Home Depot Outdoor Sales & Display Project is at the existing Home Depot located at 4009 N Midland Drive Midland, TX 79707. The proposed project is to convert a portion of the existing Parking Lot stalls into Outdoor Display & Storage.The Home Depot store proposes to display along the front of the store a number of items such as barbeques, patio furniture, material displays, fencing displays, and landscape products including living plants, sand, and blocks.The purpose for the staging area is to allow for product to be brought in and taken off the flat-bed trucks to be brought into the store or garden center within 72 hours. This is to allow for available merchandise during heavy sale periods to keep product on-site and avoid additional trucking, which helps on the carbon footprint. The height is typically 3 stacked pallets.

Parking Supply

A total of 545 parking stalls will be provided with the approval of the attached Site Plan. This number does not include the parking stalls utilized for Equipment Rental and Staging Areas.

City of Midland Required Parking

The City of Midland evaluates parking required based on “Sales Floor Area”. The Town has determined that the Sales Floor Area is 131,715 SF and required to be parked at 3.7/1000SF. This requires 487 parking stalls.

Table 1
Summary of Parking Requirements based on Town of Lexington Evaluation

HOME DEPOT BUILDING AREAS	
EXISTING HOME DEPOT BUILDING	101,500 SF
EXISTING GARDEN CENTER	28,000 SF
EXISTING TOOL RENTAL CENTER	+ 2,225 SF
TOTAL HD BUILDING AREA	131,725 SF
PARKING REQUIRED PER CITY CODE	
HOME DEPOT (@ 3.7 PER 1,000 SF PER ORDINANCE NO. 6893) (INCLUDING GARDEN CENTER & TRC)	487 STALLS

Future Parking Demand Estimate

To estimate the future parking demand of the Home Depot Midland site, parking demand studies conducted at four comparable existing Home Depot sites and the resulting peak parking demand ratios were used.

Existing Home Depot Parking Demand

Data from recent parking demand studies conducted at four existing Home Depot sites in Arizona, Texas, and California were provided by the project applicant. The parking demand studies at the four existing sites were conducted on a Saturday and a Sunday since parking demand for home improvement stores is higher on weekend days than weekdays.

Table 3 summarizes the results of the parking demand studies at the four existing Home Depot sites.

Table 3
Summary of Home Depot Parking Demand Studies

Parking Supply Site Location	(stalls)	Size			Observed Peak Parking Demand			
					Saturday		Sunday	
		Building	Outdoor Areas	Total	Occ. Stalls	Rate (occ. stalls per 1,000 SF	Occ. Stalls	Rate (occ. stalls per 1,000 SF
Moreno Valley, CA	436	102,314	19,242	121,556	206	1.69	160	1.32
Granbury, TX	688	114,000	25,944	139,944	132	0.94	144	1.03
Phoenix, AZ	496	113,319	23,413	136,732	201	1.47	147	1.08
Phoenix, AZ	509	104,398	33,391	137,789	212	1.54	163	1.18
Average	1.41							1.15

As shown in Table 3, the average peak parking demand of the four existing Home Depot sites was 1.41 stalls per 1,000 SF on a Saturday and 1.15 stalls per 1,000 SF on a Sunday.

Based on the existing Home Depot parking demand data in Table 3, the estimated peak parking demand for the Home Depot Midland site is 186 stalls (131,715 SF X 1.41 stalls per 1,000 SF) on a Saturday. The estimated peak parking demand of 186 stalls on a Saturday would be accommodated by the proposed 545 stall parking supply.

Conclusion

Based on results of the analysis, the total proposed on-site parking supply of 545 stalls at the Home Depot Midland site would accommodate the estimated peak parking demand of 186 stalls.
Retail requirements for Parking has changed over the years due to further evaluation by the Institute of Engineers and the common practice by the Retailer. The other Retailers do not have the large-retail format, in which there is more building area in a Home Depot to create a greater customer experience. In addition, the Use of "Home Improvement" does not impose as high of a parking demand as standard "Retail".




GARDEN
CENTER
CHEVROLET


THE HOME DEPOT


RESERVED
PARKING
VAN
ACCESSIBLE
RESERVED
PARKING
VAN
ACCESSIBLE

City Council Meeting

Item Number: 15

Meeting Date: May 9, 2023, May 23, 2023

To: City Council / City Manager

From: Kelly Martinez, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1 AND THE EAST HALF OF LOT 2, BLOCK 76, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST TEXAS AVENUE AND NORTH N 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 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Maverick Engineering, is requesting a Zone Change from O-1, Office District to RR, Regional Retail District, for the development of a UPS center.

Recommended City Council Action:

Approve

Current Zoning:

O-1, Office District.

Surrounding Zoning and Land Use:

The property to the west is zoned O-1, Office District, and the location of a barbershop. The properties to the north and east are zoned O-1, Office District and the location of St. Ann's School and St. Ann's youth activity center. The property to the south is zoned LR, Local Retail District and the location of Jack and Jill Donuts.

Analysis:

The subject property is located at 2101 W. Texas Avenue and is currently the location of a chiropractor's office. The current zoning allows for low intensity office and professional uses. The property must change the zoning district from O-1, Office District to RR, Regional Retail District to allow a UPS store.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No 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.]

Oil and Gas: (Approved)

No Oil and Gas Issues.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning (Approved):

The City of Midland Planning Department supports this rezone because of the existing surrounding zoning and uses. There are many retail shops in this area with a few offices and a school. The UPS store will not disrupt the nature of this neighborhood. This is consistent with

the Tall City Tomorrow Comprehensive Plan, Chapter 3-Land Use which identifies this property as within the Village Area of extensive retail uses.

This request was recommended for approval by the Planning and Zoning Commission on April 17, 2023.

Staff recommends approval of this zone change from O-1, Office District, to RR, Regional Retail District, subject to condition A.

Conditions:

A. **That the use and development of this property shall conform to the regulations of the RR, Regional Retail District.**

Letters of Objection:

As of April 12, 2023, Staff have received no letters of objection.

Attachments:

Application
Metes and Bounds
Maps

Morris William Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1 AND THE EAST HALF OF LOT 2, BLOCK 76, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST TEXAS AVENUE AND NORTH N 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 and the east half of Lot 2, Block 76, West End Addition, 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 O-1, Office District 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., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-23-0324

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Mike Canon		Phone ( ) Email	
Address 25 Oaklawn Park	City Midland	State TX	Zip 79705

Property Owner Printed Name: Clint Hurt		Phone ( ) Email	
Address PO Box 1973	City Midland	State TX	Zip 79702

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Paladin Huckaba		Phone (432) 262-0999 Email phuckaba@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Street Address: 2101 W Texas Ave

Legal Description
Lot: 1 Block: 2 Subdivision: West End Addn

Current Zoning: O1

Proposed Zone: RR
(List by tracts if more than one district is requested)

Reason for Zone Change Request: In order to tenant improve the Building Allowing a UPS Center to commence Buisness endeavors.

Present Use of Property: The Present use is O1 & and a Chiropractor office is located there.

Proposed Use of Property: RR

How would this zone change affect the public health, safety and welfare? No affect that is adverse.

Describe how conditions affecting the property have changed since present zoning designation: N/A

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): Michael Canon	Date: 3/10/2023
Applicant (printed): Michael Canon	
Property Owner (signature): Clint Hurt	Date: 3/10/2023
Property Owner (printed) : Clint Hurt	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Clint Hurt, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L. Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 10th day of March, 2023, to certify which witness my hand and seal of office.

Kelsey Ann Lewis
My Commission Expires
2/19/2026
Notary ID
131456388

Kelsey Ann Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization	☐ Dimensioned Site Plan
☒ Application Fee	☒ Plans in Digital Format (PDF/JPEG)
Check # 3984	
Received By: KM	Date: RECEIVED MAR 10 2023 BY:

****Application will not be considered for scheduling until reviewed by a planner.****

DESCRIPTION OF A 0.24 ACRE TRACT OF LAND FOR THE PROPOSED LOT 1A, BLOCK 76, WEST END ADDITION, SECTION 28, BEING FULLY AND COMPLETELY DESCRIBED AS LOT 1 AND THE EAST HALF OF LOT 2, BLOCK 76, WEST END ADDITION, AS DEPICTED IN A PLAT RECORDED IN PLAT CABINET E ON PAGE 52 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS AND BEING DESCRIBED BY METES AND BOUNDS FOR REFERENCE ONLY AS FOLLOWS;

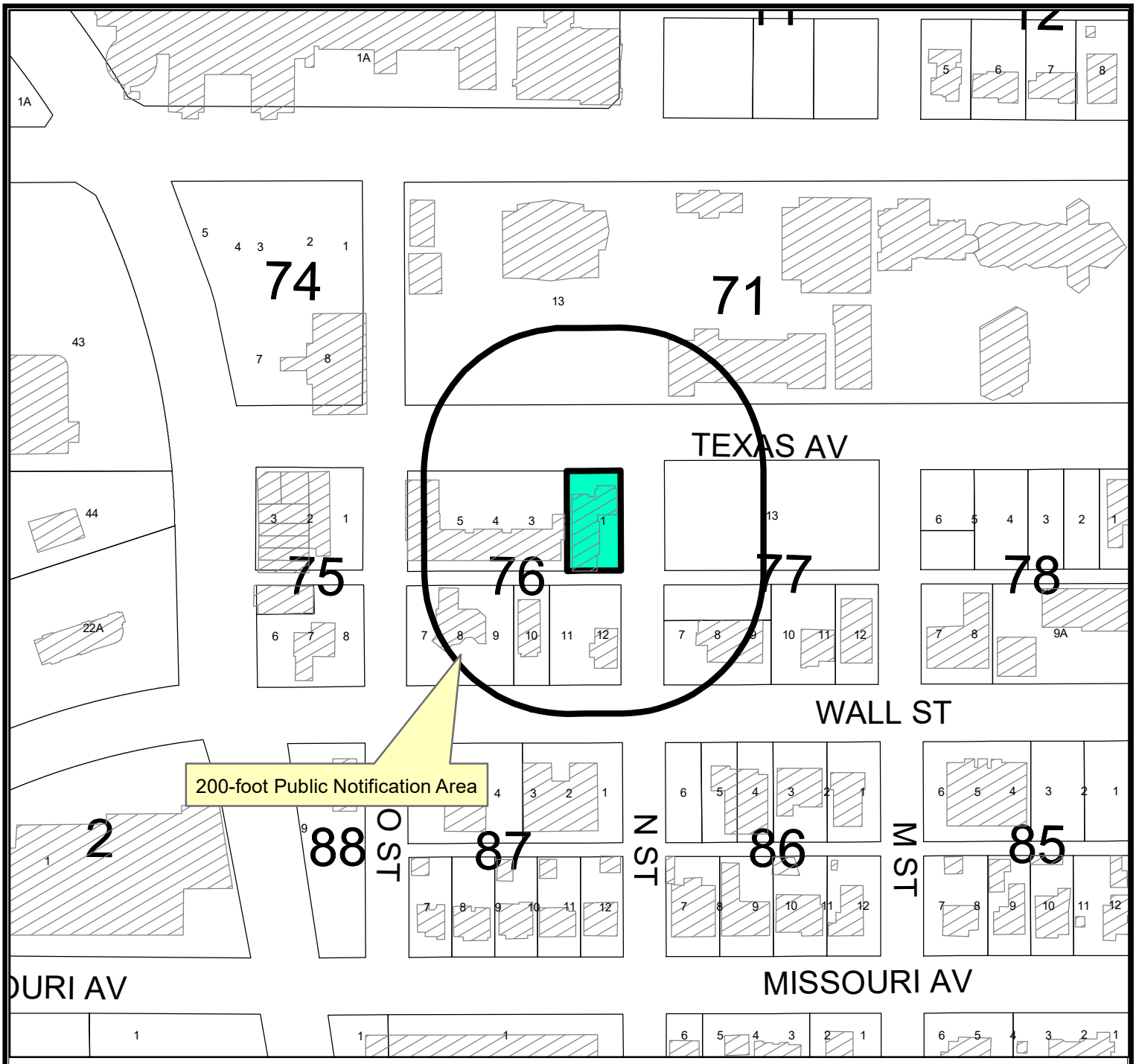
BEGINNING AT N.(y):10693580.23, E.(x):1749647.71, A ONE HALF INCH IRON ROD FOUND FOR THE NORTHWEST CORNER HEREOF;

THENCE N.75°17'17"E., 75.05 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514" SET FOR THE NORTHEAST CORNER HEREOF;

THENCE S.14°33'48"E., 139.81 FEET TO A ONE INCH IRON PIPE FOR THE SOUTHEAST CORNER HEREOF;

THENCE S.75°17'17"W., 75.05 FEET TO A BENT ONE HALF INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER HEREOF;

THENCE N.14°33'48"W., 139.81 FEET TO THE POINT OF BEGINNING, CONTAINING 0.24 ACRES OF LAND.



LOCATION MAP

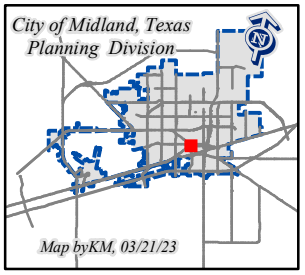
Z-23-0324 **Scale: 1" = 200'**

Consider a request by Maverick Engineering for a zone change from O-1, Office District, to RR, Regional Retail District, on Lot 1 and the east half of Lot 2, Block 76, West End Addition, City and County of Midland, Texas.

Generally located on the southwest corner of West Texas Avenue and North N Street (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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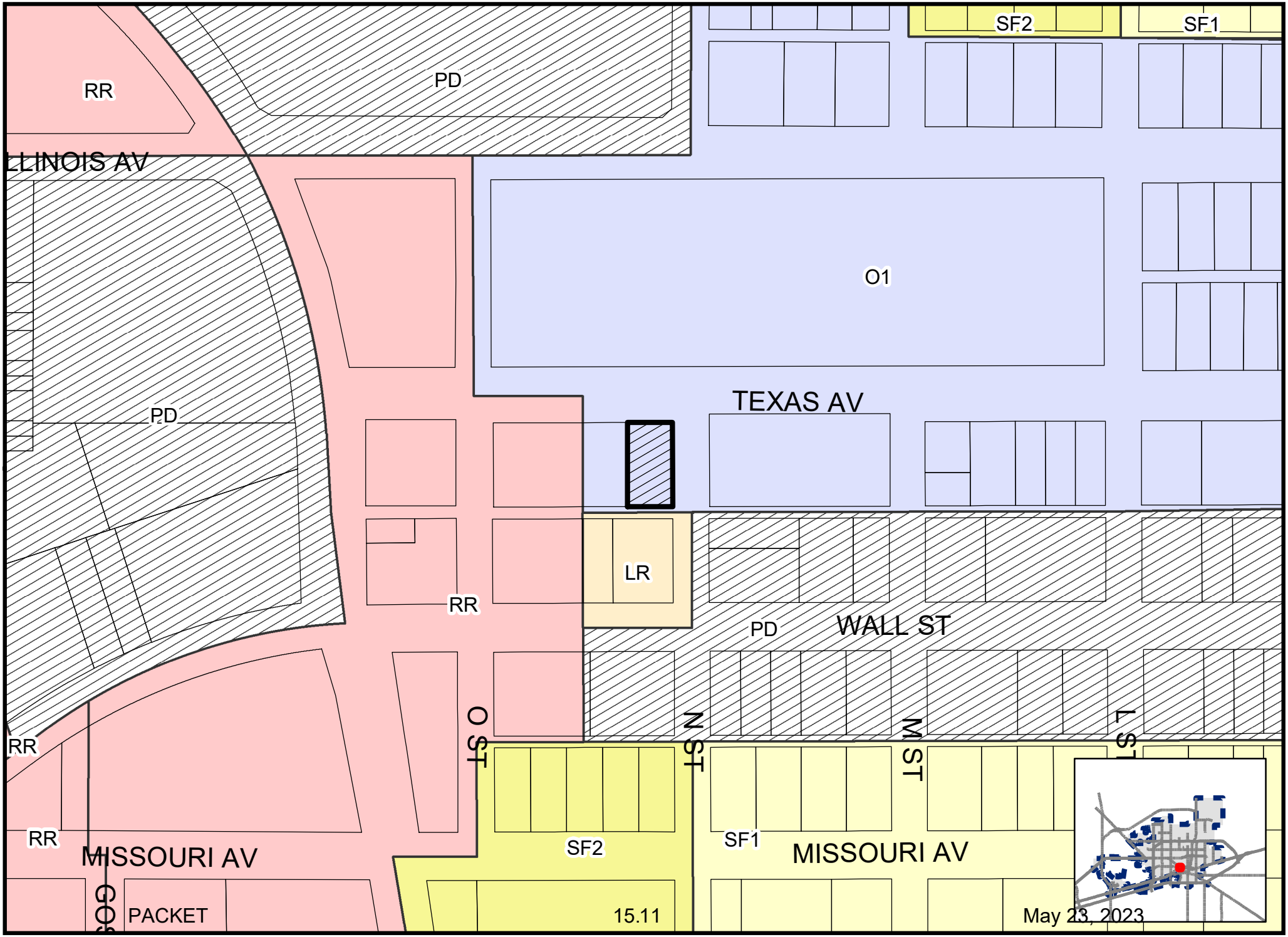

Map By KM, 03/23/2023

Z-23-0324

Scale: 1" = 200'

ZONING MAP

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2101
2103
WAY OPTICAL


MIDLAND MEDICAL PLAZA
30

City Council Meeting

Item Number: 16

Meeting Date: May 9, 2023, May 23, 2023

To: City Council / City Manager

From: James Reber, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 4, BLOCK 22, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH CLAY STREET, APPROXIMATELY 200 FEET SOUTH OF EAST WASHINGTON AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Jorge Chavez**,** is requesting a Zone Change from MF-22, Multiple-Family Dwelling District, to SF-3, Single-Family Dwelling District, for a new house located at 506 South Clay Street.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

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 the location of a house. Properties to the east, south, and west, are zoned MF-22, Multi-Family Dwelling District, and are the locations of houses.

Analysis:

The property is located at 506 South Clay Street and is currently vacant. The applicant is requesting this zone change for the purposes of constructing a single-family residence on the property. The current zoning is MF-22, Multiple-Family Dwelling District. Per the previous zoning ordinance, single-family detached dwellings were allowed within this zoning district. As of July 1, 2019, the new zoning ordinance does not allow the use of single-family detached dwellings within the MF-22, Multiple-Family Dwelling District. The property does meet the minimum lot size requirements for the SF-3, Single Family Dwelling District.

The SF-3, Single-Family Dwelling District requires a minimum of 5,500 square feet per lot, with a minimum width of 50-feet and 100-feet of depth for an interior lot. The property has a lot frontage of 50 feet, lot depth of 140 feet, and total lot area of 7,000 sq. ft. in compliance with the SF-3 dimensional standards. The lot was platted as Lot 4, Block 22, in the Greenwood Addition, Third, Fourth, and Fifth Sections.

The applicant will be required to adhere to the site plan review standards outline within the City of Midland Zoning Ordinance Section 5.04: - Residential Zoning District Dimensional Regulations Chart.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to 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 Oil and Gas Issues. Informational: No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. Please note if oil & gas wells are not identified or left off plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified. No construction is allowed on top of P&A wells.

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):

The Tall City Tomorrow Comprehensive Plan identifies this area as (UR-M) Urban Residential-Medium which incorporates an array of housing styles such as single-family housing, two-family housing, townhouses, and manufactured housing. The purpose of the UR-M land use is to provide a sense of neighborhood. MF-22, Multiple-Family District is not included under the potential zoning for this UR-M land use. Therefore, changing the zoning to SF-3, Single-Family Dwelling District would fit the intended land use appropriately. The City of Midland Planning Department supports this rezone because the proposed project fits the existing surrounding uses properly.

This item was approved by the Planning and Zoning Commission on April 17, 2023.

Staff recommends approval of this zone change from MF-22, Multi-Family Dwelling District to SF-3, Single-Family Dwelling District, subject to condition A.

Condition:

A. That the use and development of this property shall conform to the regulations of the SF-3, Single-Family Dwelling District.

Letters of Objection:

Staff has not received any letters of objection as of May 4, 2023.

Attachments:

Aerial Map (Exhibit A)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 4, BLOCK 22, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH CLAY STREET, APPROXIMATELY 200 FEET SOUTH OF EAST WASHINGTON 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 4, Block 22, Greenwood Addition, Third, Fourth, and Fifth Sections, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-23-0325

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Jorge Chavez		Phone (432) 889-7005 Email Jorgecchavezz@gmail.com	
Address 714 N. Calhoun St.	City Midland	State TX	Zip 79701

Property Owner Printed Name: Jorge Chavez		Phone (432) 889-7005 Email Jorgecchavezz@gmail.com	
Address 714 N. Calhoun St	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone (432) 889-7005 Email Jorgecchavezz@gmail.com	
Address	City	State	Zip

Street Address: 506 S. Clay Midland tx 79701

Legal Description
Lot: 4 Block: 22 Subdivision: Greenwood Addition

Current Zoning: MF 22

Proposed Zone: SF 3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: New House Build

Present Use of Property: Vacant

Proposed Use of Property: New house

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: Good

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Jorge Chavez	Date: 03-13-2023
Applicant (printed): Jorge Chavez	
Property Owner (signature): Jorge Chavez	Date: 03-13-2023
Property Owner (printed) : Jorge Chavez	

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 # 1542
- ☑ Dimensioned Site Plan
- ☐ Plans in Digital Format (PDF/JPEG)

Received By: DM

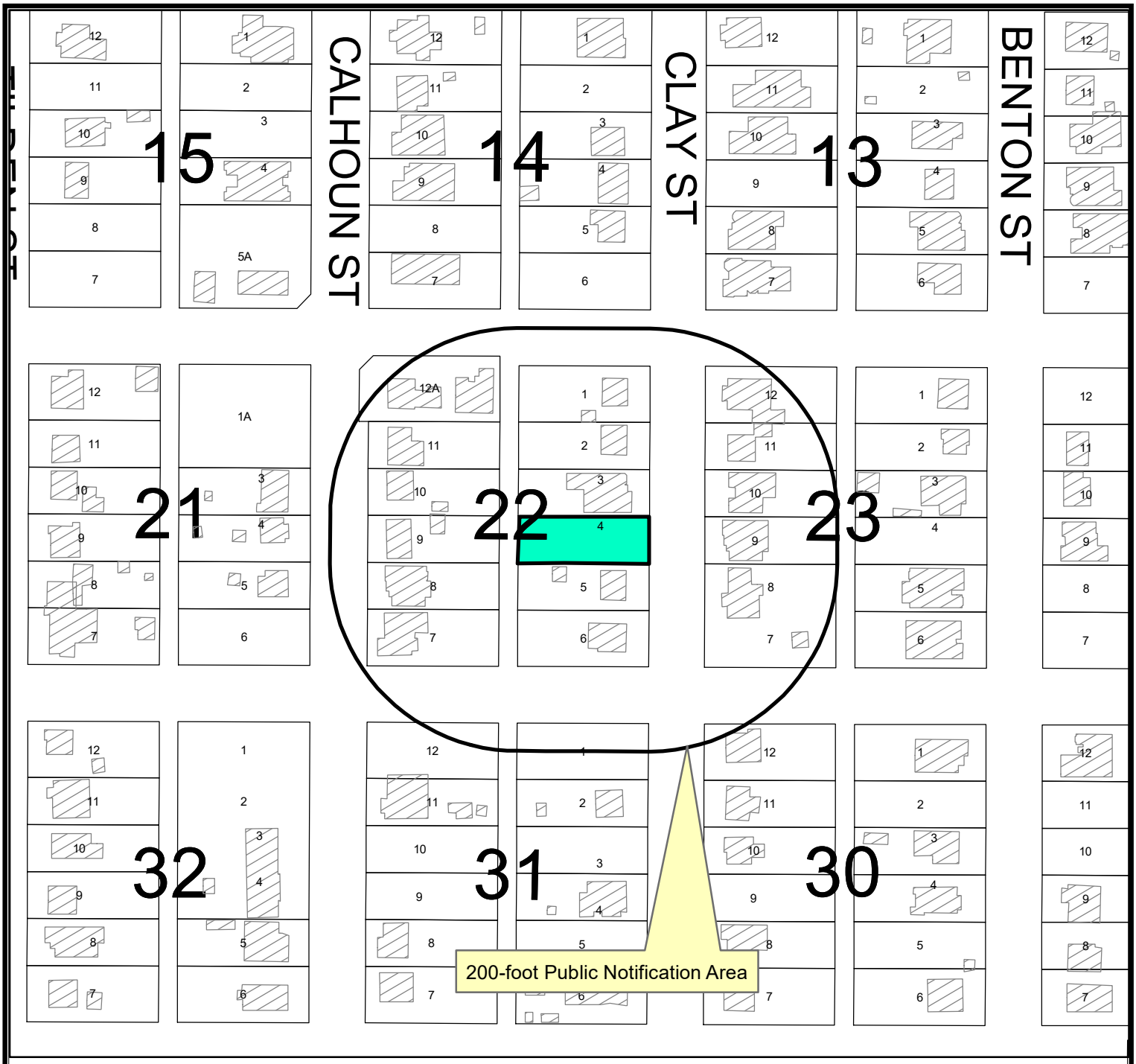
Date: RECEIVED MAR 13 2023

BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



RECEIVED
MAR 13 2023
BY: .....



LOCATION MAP

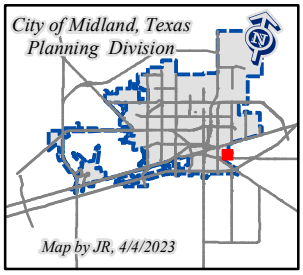
Z-23-0325 **Scale: 1" = 200'**

Consider a request by Jorge Chavez for a zone change from MF-22, Multiple-Family Dwelling District, to SF-3, Single-Family Dwelling District, on Lot 4, Block 22, Greenwood Addition, Third, Fourth, and Fifth Sections, City and County of Midland, Texas.

Generally located on the west side of South Clay Street, approximately 200-feet south of East Washington Avenue. - Council District 2.

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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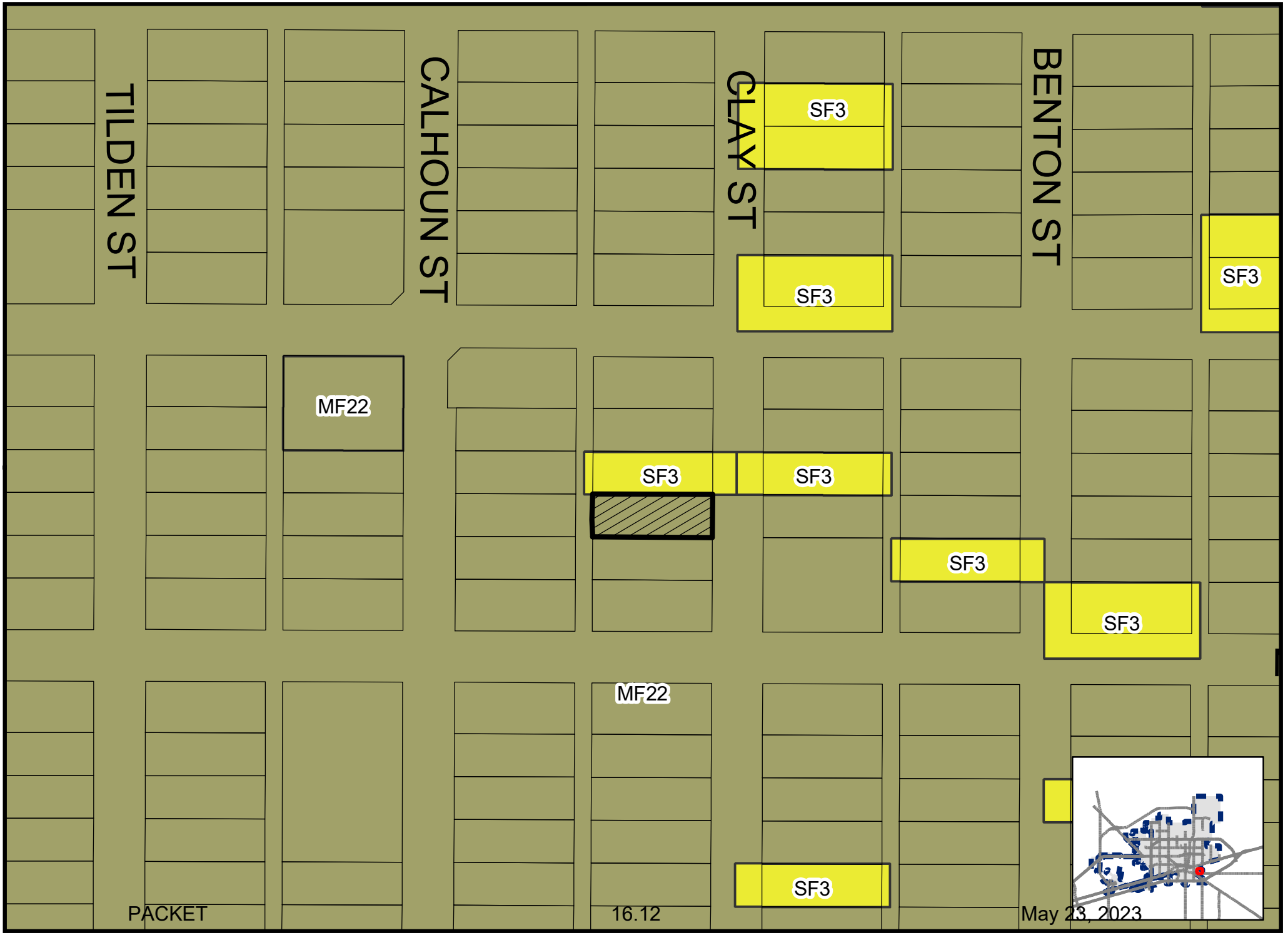

PACKET 16.12 May 23, 2023

Map By JR, 4/28/2023

Z-23-0325

Scale: 1" = 200'

ZONING MAP

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City Council Meeting

Item Number: 17

Meeting Date: May 9, 2023, May 23, 2023

To: City Council / City Manager

From: Kelly Martinez, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,200-SQUARE FOOT PORTION OF LOT 2, BLOCK 1, W.P. KNIGHT ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH POWELL STREET AND WEST WALL STREET), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Alejandro Dominguez, is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption in a restaurant.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

PD, Planned Development District for a Shopping Center.

Surrounding Zoning and Land Use:

The property to the north is zoned MF-16, Multiple Family District, and the location of residential homes. The properties to the east are zoned TH, Townhouse Dwelling District, C, Commercial District and RR, Regional Retail District, and the location of undeveloped property, residences, and an auto upholstery center. The property to the south is zoned C, Commercial District, and the location of a warehouse/storage facility. The property to the West is zoned RR, Regional Retail District, and the location of an auto dealership.

Analysis:

The applicant is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption in a restaurant operating as Ocho 80 is located inside the Wyndham Hotel. The restaurant is currently in operation, however, per City ordinance is required to have a Specific Use Designation to serve alcohol for on-premises consumption.

The property is undergoing a zone change to facilitate the increase in the floor area of the existing hotel and restaurant use on site. The restaurant is 5,200± square feet, and 3,744± square feet of floor area will be used for the alcohol serviceable area. A parking agreement is in place to allow customers of the restaurant to use the same parking lot as the hotel.

The proposed hours of operation and alcohol serviceable hours are:

> **Monday through Thursday from 11:00 a.m. to 11:00 p.m., Friday and Saturday from 11:00 a.m. to 12:00 a.m. (midnight), and Sunday from 11:00 a.m. to 11:00 p.m.**

Per Midland City Code 5.4.4. – Prohibited place of business

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches or schools within 300 feet of the property.

This request has been circulated to all City departments for review. Below are the departments' comments.

Fire: (Approved)

No objections.

Engineering: (Approved)

No objections to zoning/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.]

Transportation: (Approved)

No objection to zone change.

Building Code: (Approved)

The SUD for OCHO 80 is acceptable. The property must adhere to the maximum occupant load of 249 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved)

The request follows the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4,* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) Ocho 80 will continue to create a vibrant atmosphere where residents can socialize and enjoy drinks.

This request was recommended approval at the April 17,2023, Planning and Zoning Commission meeting.

Staff recommends approval of the request for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption in a restaurant, subject to Conditions A through E.

Conditions:

A. **That the alcohol serviceable area of the restaurant shall be limited to approximately 3,744 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**

B. **That the days and hours of alcoholic beverages sales and consumption shall be limited to:**

Monday through Thursday from 11:00 a.m. to 11:00 p.m.,
Friday and Saturday from 11:00 a.m. to 12:00 a.m. (midnight),
and Sunday from 11:00 a.m. to 11:00 p.m.

C. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

D. **That the establishment shall meet all requirements of the Fire Department and Code Administration.**

E. **That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

Letters of Objection:

As of April 12, 2023, staff have received no letters of objection.

Attachments:

Application
Floor Plan (Exhibit A)
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,200-SQUARE FOOT PORTION OF LOT 2, BLOCK 1, W.P. KNIGHT ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH POWELL STREET AND WEST WALL STREET), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OF 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 Specific Use Designation with Term for the sale of all alcoholic beverages in a restaurant for on-premises consumption, together with the conditions, restrictions, and Development Plan, hereinafter adopted, will be in the best interest of the City of Midland and will protect and preserve property values and the character and integrity of the residential area within the immediate vicinity of the property; and

WHEREAS, the Governing Body of the City of Midland finds that the Specific Use Designation with Term for a 5,200-square foot portion of Lot 2, Block 1, W.P. Knight Addition, Section 2, 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 a Specific Use Designation with Term for the sale of all alcoholic beverages in a restaurant for on-premises consumption, together with the conditions, restrictions, and Development Plan, hereinafter adopted, for the following described property, to-wit:

Lot 2, Block 1, W.P. Knight Addition, Section 2, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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 3,744 square feet as shown in Exhibit "A" which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Sunday through Thursday from 11:00 a.m. to 11:00 p.m.; and

Friday and Saturday from 11:00 a.m. to 12:00 a.m. (midnight).

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the

descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

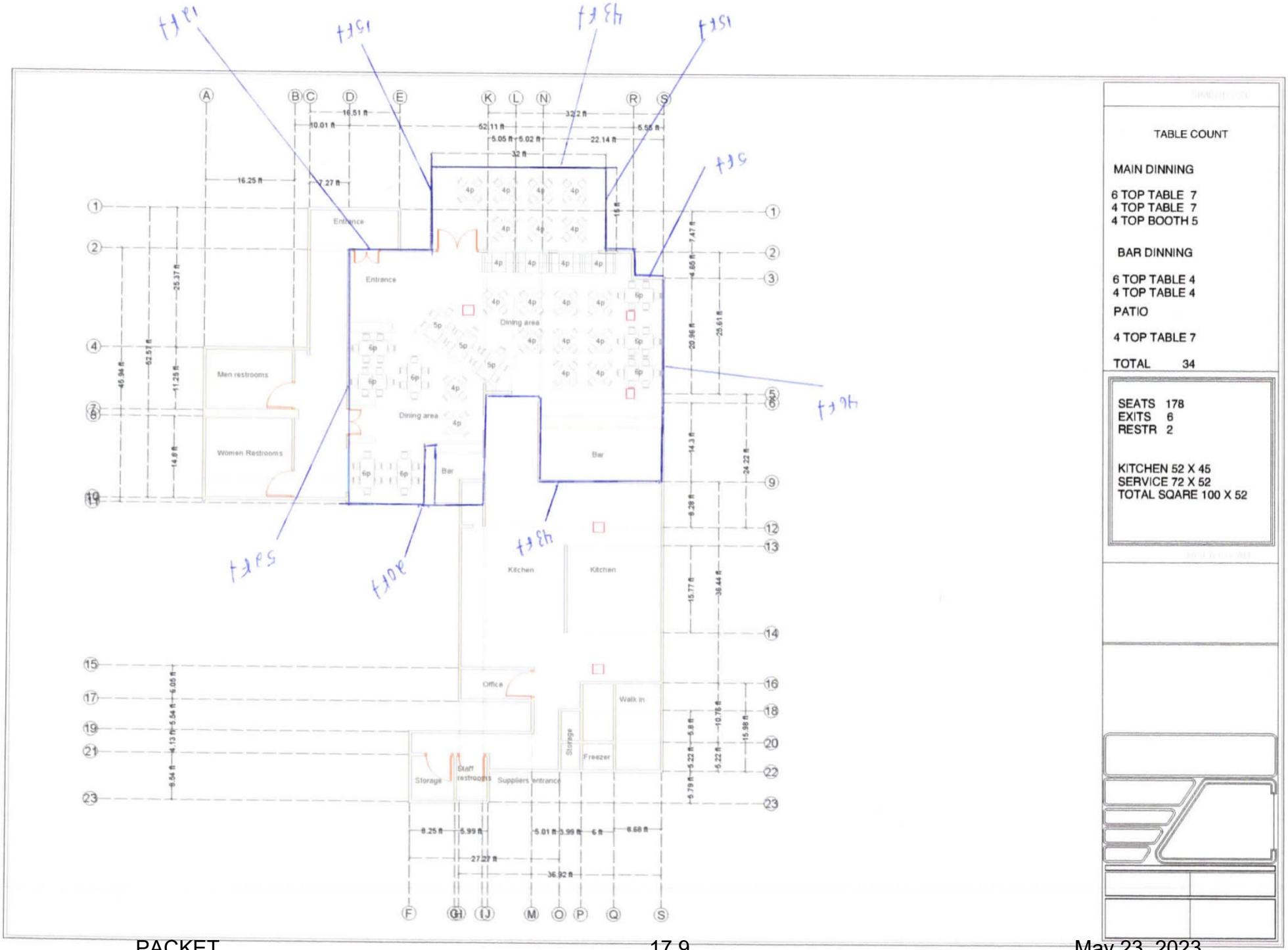


TABLE COUNT
MAIN DINNING
6 TOP TABLE 7
4 TOP TABLE 7
4 TOP BOOTH 5
BAR DINNING
6 TOP TABLE 4
4 TOP TABLE 4
PATIO
4 TOP TABLE 7
TOTAL 34
SEATS 178
EXITS 6
RESTR 2
KITCHEN 52 X 45
SERVICE 72 X 52
TOTAL SQARE 100 X 52
Entrance
Dining area
Men restrooms
Women Restrooms
Bar
Kitchen
Office
Walk in
Storage
Freezer
Staff restrooms
Suppliers entrance

EXHIBIT "A"

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: Alejandro Dominguez		Phone (432) 741 0121 Email ocho80texas@gmail.com	
Address: 3601 Andrews Hwy Apt 502	City: Midland	State: TX	Zip: 79703
Property Owner Printed Name: Nazim Enterprises, Inc, Nazim Butt		Phone (432) 699 4144 Email Nazimb1@gmail.com	
Address: 3100 W Wall st	City: Midland	State: TX	Zip: 79701
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 3100 W Wall st Midlnt tx 79701

Business Name: OCHO 80 LLC

Legal Description
Lot: 20 Block: 1 Subdivision: WPK NIGHT SEC 2

Current Zoning:

Reason for Request: Create jobs, contribute to my state of texas, own progress and that of employees

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Restaurant - Bar

Proposed/Current Days and Hours of Operation: Monday - Thursday: 11:00 AM - 11:00 PM
FRIDAY AND SATURDAY: 11:00 AM - 12:00 AM / SUNDAY: 11:00 AM - 11:00 PM

Proposed Days and Hours of Alcohol Service: Monday - Thursday: 11:00 AM - 11:00 PM
FRIDAY AN SATURDAY: 11:00 AM - 12:00 AM / SUNDAY: 11:00 AM - 11:00 PM

Total Square Footage of Business:

Square Footage of Alcohol Serviceable Area:

Restroom Fixtures:			
Men	**Toilets/Urinals:** 3 / 3	**Bathroom Sinks:** 2
Women	**Toilets:** 3	**Bathroom Sinks:** 3

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: 03/23/2023
Applicant (printed): Alejandro Dominguez	
Property Owner (signature):	Date: 03/23/2023
Property Owner (printed) : Nazim Bath	

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 Alejandro Dominguez who, being by me duly sworn, upon oath says: That (s)he is authorized by Nazim Bath, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____

Subscribed and sworn to before me, this_____day of_____, 20 _, to certify which witness my hand and seal of office.

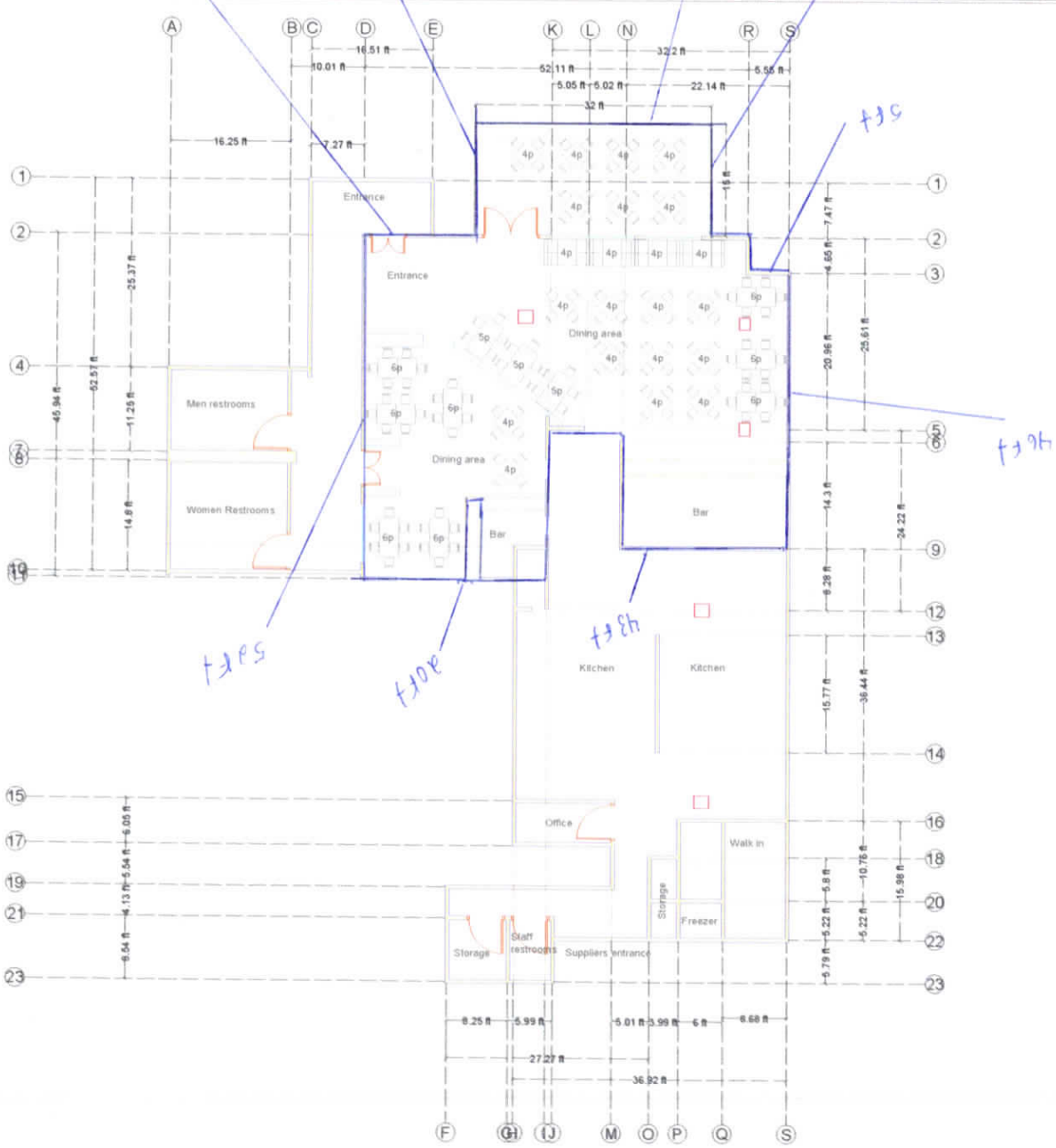
_____

Notary Public

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Floor Plan
☐ Application Fee	☐ Site Plan
Check #_____	☐ Plans in Digital Format (PDF/JPEG)
Received By:_____	Date:_____

****Application will not be considered for scheduling until reviewed by a planner.**



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4 TOP TABLE 7
4 TOP BOOTH 5

BAR DINNING

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4 TOP TABLE 4

PATIO

4 TOP TABLE 7

TOTAL 34

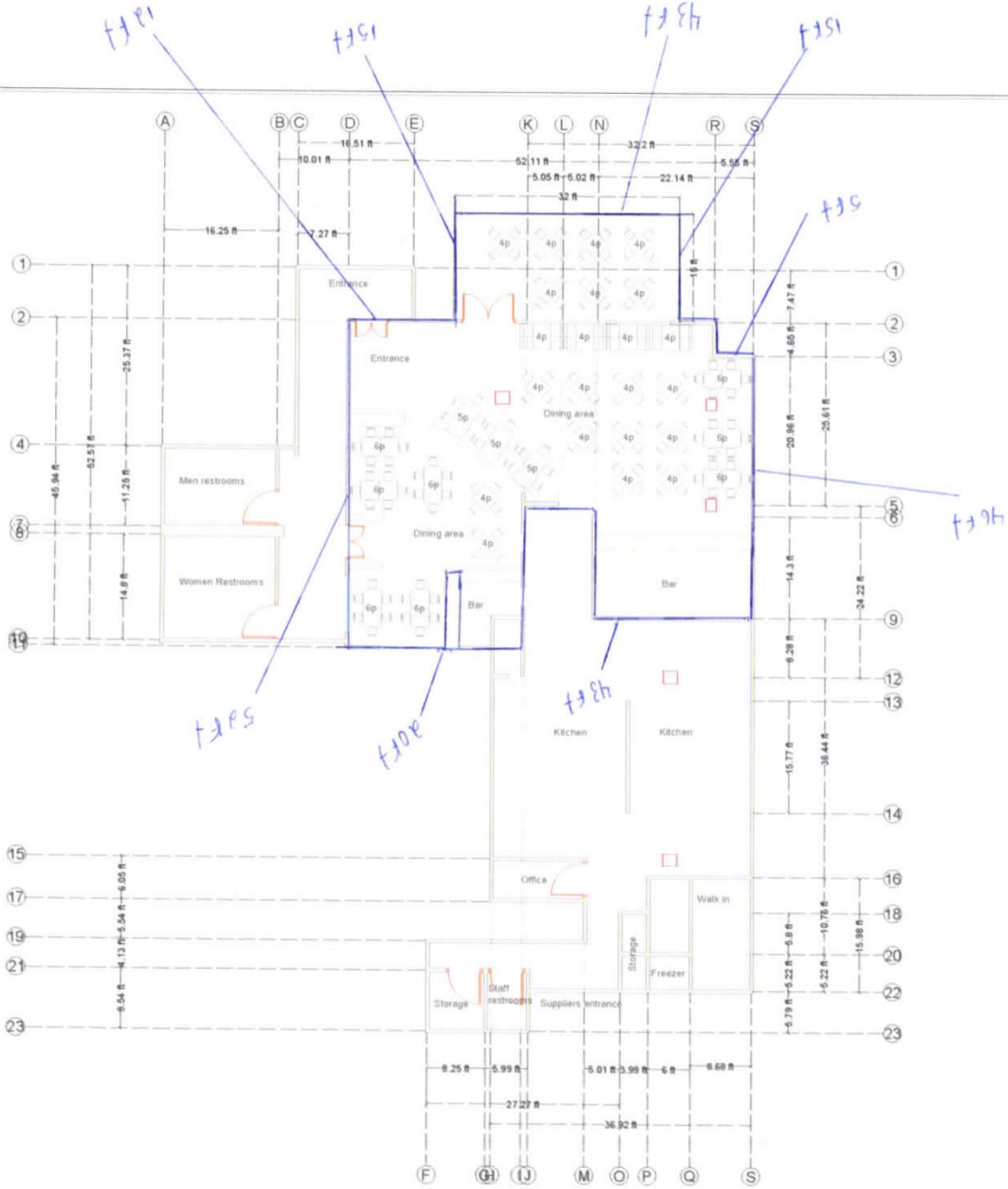
SEATS 178
EXITS 6
RESTR 2

KITCHEN 52 X 45
SERVICE 72 X 52
TOTAL SQARE 100 X 52

May 23, 2023

17.12

PACKET



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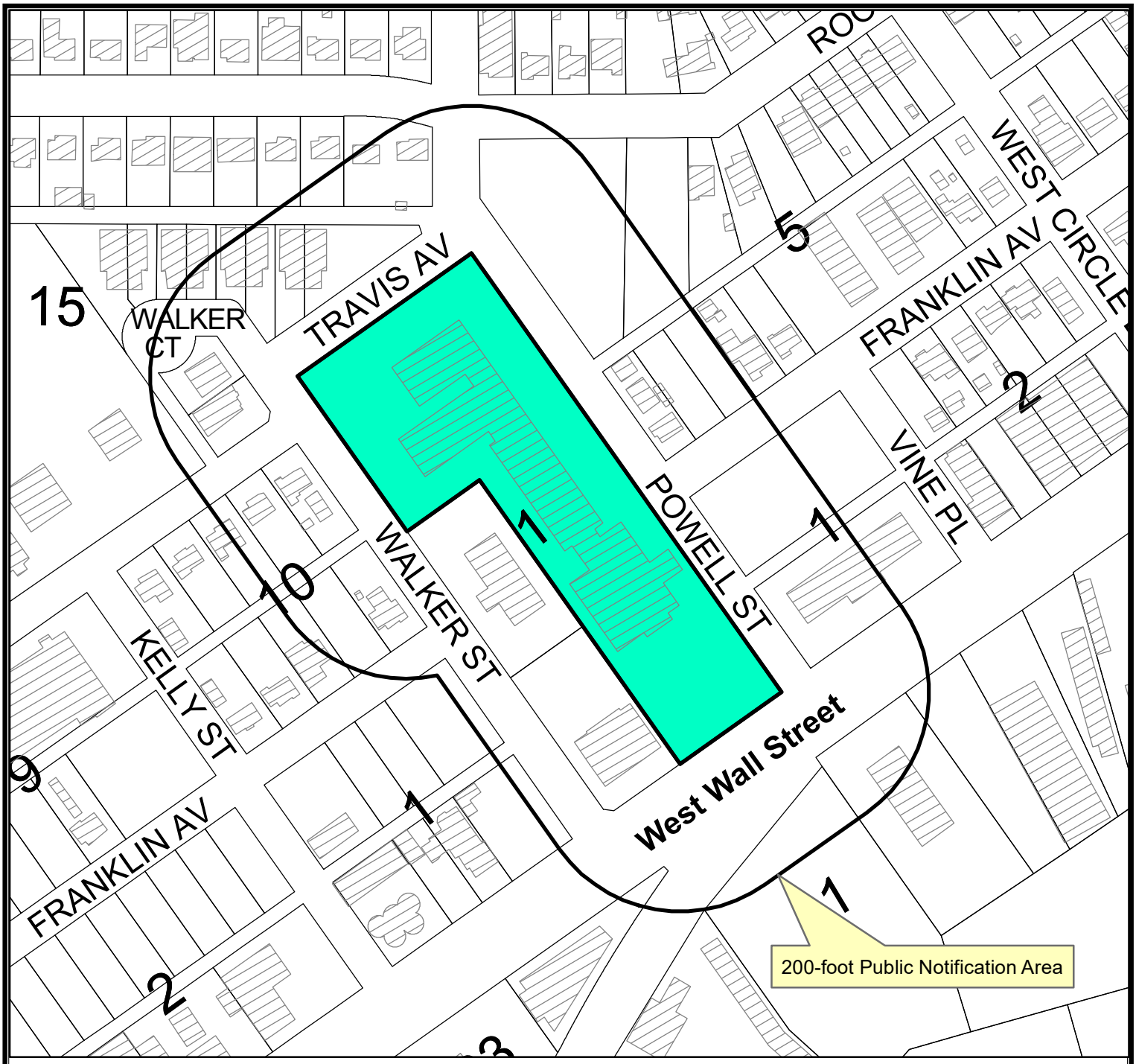


LOCATION MAP

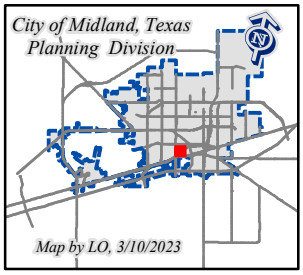
Z-23-0323 **Scale: 1" = 2,328'**

Consider a request by Alejandro Dominguez for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a restaurant, on a 5,200 square foot portion of Lot 2, Block 1, W.P. Knight Addition, Section 2, City and County of Midland, Texas.

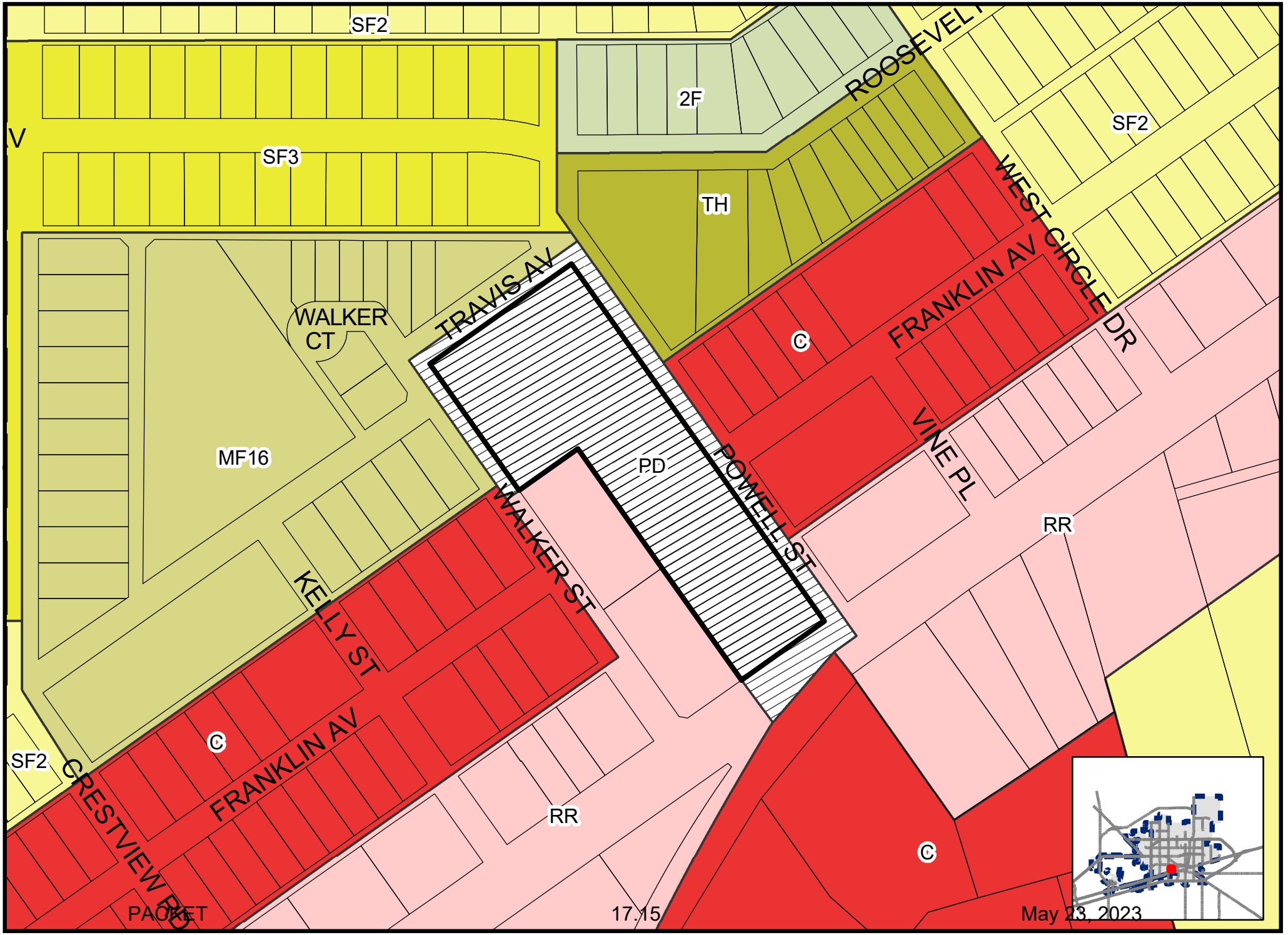
Generally located on the northwest corner of the intersection of West Wall Street and South Powell Street. (Council District 2)

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 By KM, 04/12/2023

SUD-23-0152

Scale: 1" = 200'

ZONING MAP

©THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


OCHO 80
WYNDHAM
GARDEN


WYNDHAM
GARDEN




BUICK
GMC

City Council Meeting

Item Number: 18

Meeting Date: May 9, 2023, May 23, 2023

To: City Council / City Manager

From: Alexandra Walling, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 1,600-SQUARE FOOT PORTION OF LOT 8, BLOCK 2, PAVILION PARK, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH FAIRGROUNDS ROAD, APPROXIMATELY 310 FEET SOUTHEAST OF SAN FELIPE DRIVE), WHICH IS PRESENTLY ZONED AE, AGRICULTURAL ESTATE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR WIRELESS COMMUNICATION SYSTEMS, INCLUDING A MONOPOLE ANTENNA STRUCTURE; 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 (DISTRICT1) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Broadus Services, is requesting a Specific Use Designation without Term for Wireless Communication Systems including a monopole antenna structure.

Recommended City Council Action:

☒ **Approve** ☐ **Deny** ☐ **Direction/Informational**

Fiscal Impact:

No City funds would be required for this project.

Discussion:

Current Zoning:

AE, Agricultural Estates District.

Surrounding Zoning and Land Use:

The properties to the north are zoned SF-3, Single-Family Dwelling District, 2F, Two-Family Dwelling District, and TH, Townhouse (Attached) Dwelling District and the location of residences. The properties to the east and south are zoned AE, Agricultural Estate District, and are undeveloped. The properties to the west are zoned SF-2, Single-Family Dwelling District, and undeveloped.

Analysis:

The applicant, Broadus Services, is requesting a Specific Use Designation for Wireless Communication Systems to install and operate a 140-foot tall monopole antenna structure and related equipment at 1801 Solomon Lane. The monopole antenna structure is 135 feet plus a 5-foot lightning rod with a total height of 140 feet. The pole will sit on a 1,600 square feet concrete pad that will be enclosed by an eight-foot-tall chain link fence. The fence will have a gate for access that will be locked.

Wireless Communication Systems are allowed in the AE, Agricultural Estate District with the approval of a Specific Use Designation however, per Section (4.04) (20)(a)(i)(a) the location of towers in residential areas is to be discouraged. The proposed structure will be adjacent to a residential area however, the required fall radius is approximately 140 feet with a total setback of 150 feet. The nearest lot line is approximately 310 ft. away from the base of the wireless communication system and is compliant with the setback of the Midland City Code (4.04)(20)(c)(i)(a).

The tower will be required to have a stealth design per (4.04)(20)(c)(iii) of the City Code in residential zones. This may include the same color scheme as adjacent land uses, and towers to not look like towers, such as light poles, power poles, or trees. The tower must also be landscaped to screen as much as possible (trees, shrubs, or decorative fencing), in this case along the northwest, north, and northeast of the fenced area facing residential uses per (c)(iv) of the City Code.

The proposed location of the monopole is within the flight path of the Midland Executive Airpark. The Airport staff has approved the height clearance and does not have any objections to the proposed location of the pole. The applicant also submitted a Federal Aviation Administration study, which was reviewed and shared with Airport staff.

This project has been circulated to all City departments for review. Below are the departments' comments.

Fire: (Approved)

Future development shall meet the requirements of IFC 2015 ed. and local ordinances.

Engineering: (Approved)

No objections.

Transportation: (Approved)

No objections.

Building Code: (Approved)

No objections.

Oil and Gas: (Approved)

No objections.

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3, An Integrated Land Use Vision, which classifies this area as Urban Residential-Low (UR-L). This land use incorporates detached single-family homes and some attached single-family homes. UR-L is identified as a "Restrictive land use." While discouraged in residential areas, Wireless Communications Systems can be allowed provided that the location of the antenna structure is spaced a minimum of 200 feet from the nearest residential zoning districts.

This item was approved by the Planning and Zoning Commission on April 17, 2023.

Staff recommends approval of this Specific Use Designation without Term for Wireless Communication Systems including a monopole structure, subject to conditions A through C.

Conditions:

A. **That the site shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.**

B. **That at the time of permitting, the applicant shall provide details of stealth design and landscaped screening in front of the fenced area at a minimum of 8 feet in height to be approved upon review by the Planning Division.**

C. **That the site shall conform to all applicable City ordinances, state and federal laws, rules, and regulations.**

Letters of Objection:

As of May 3, 2023 staff has not received any letters of objection.

Attachments:

Exhibit A
Application
Maps
FAA Summary Report
1-A Certification
Necessity Case

Morris William Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 1,600-SQUARE FOOT PORTION OF LOT 8, BLOCK 2, PAVILION PARK, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH FAIRGROUNDS ROAD, APPROXIMATELY 310 FEET SOUTHEAST OF SAN FELIPE DRIVE), WHICH IS PRESENTLY ZONED AE, AGRICULTURAL ESTATE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR WIRELESS COMMUNICATION SYSTEMS, INCLUDING A MONOPOLE ANTENNA STRUCTURE; 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 Without Term for a 1,600-square foot portion of Lot 8, Block 2, Pavilion Park, Section 7, City and County of Midland, Texas (the "Property") as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation Without Term for wireless communication systems, including a monopole antenna structure (the "Specific Use"), together with the uses permitted in the present AE, Agricultural Estate District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

That the use and development of the Property for the Specific Use:

A. shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

B. shall conform to all applicable City ordinances and state and federal laws, rules and regulations.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

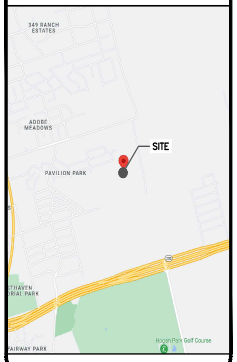
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

MAP

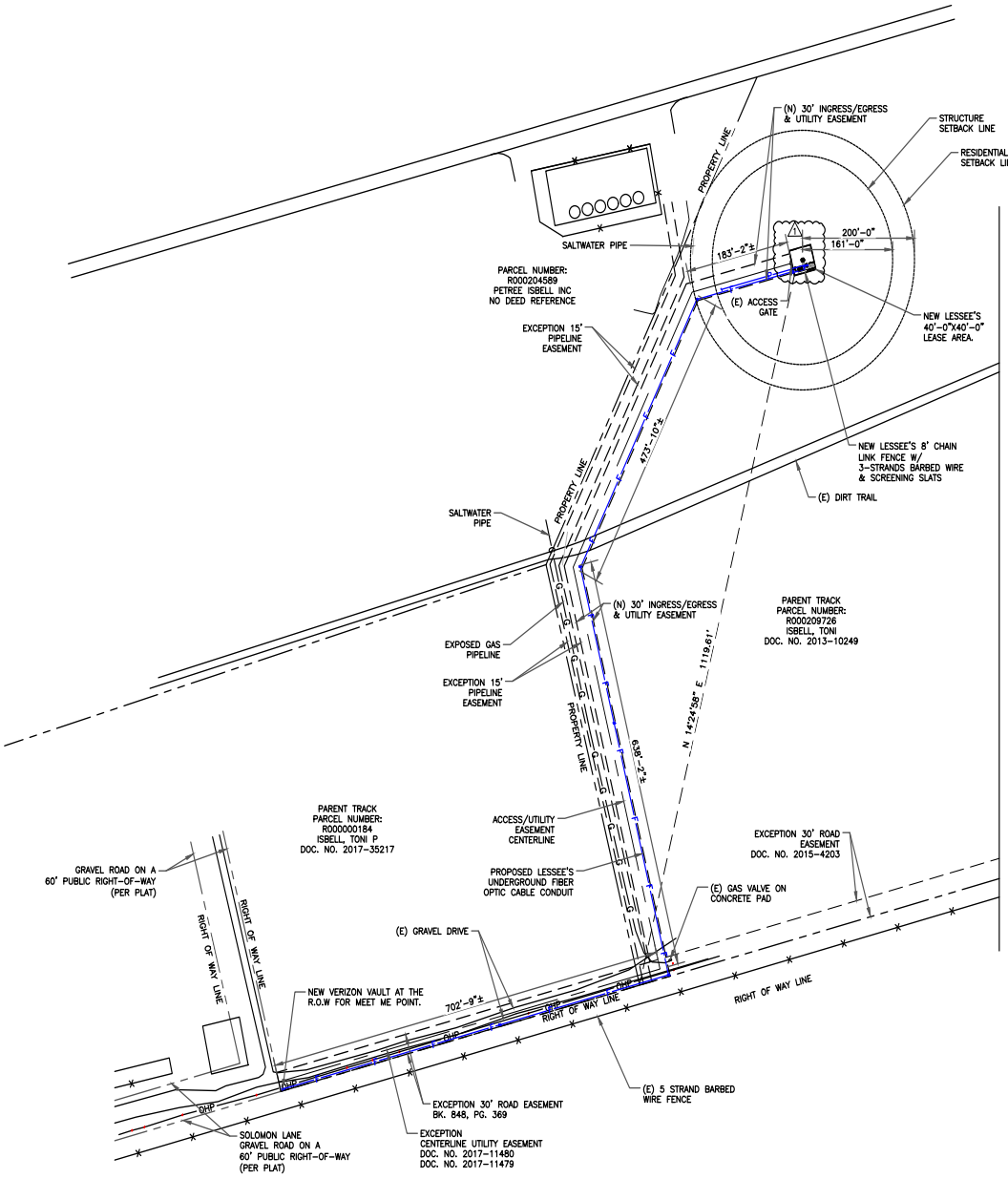


PROPOSED SITE REVISIONS

INCLUDE SYMBOLS OR ABBREVIATIONS USED ON THE DRAWING.

1 PROPOSED CONSTRUCTION OF A NEW CELL SITE W/ 135' MONOPOLE WITH CONCRETE PADS FOR GROUND EQUIPMENT & GENERATOR

2 PROPOSED INSTALLATION OF PANEL ANTENNAS AND ASSOCIATED RADIO EQUIPMENT MOUNTED ON THE NEW MONOPOLE TOWER.



1 OVERALL SITE PLAN
SCALE: 100' 50' 0 100' 1" = 100'-0" (FULL SIZE) 1" = 200'-0" (11x17)

N

LEGEND

- ○ = 5/8" REBAR SET
- ● = FOUND PROPERTY MARKER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- POE = POINT OF ENDING
- ▲ = CALCULATED POINT
- ⊘ = POWER POLE
- ⊥ = GUY ANCHOR
- ▣ = POWER BOX
- ☎ = TELEPHONE PEDESTAL
- ⊙ = SERVICE POLE
- = FIRE HYDRANT
- ◉ = WATER VALVE
- ⓦ = WATER METER
- ⓖ = GAS METER
- Ⓢ = SEWER MANHOLE
- ◆ = FLUID LINE MARKER
- ⊕ = TEMPORARY BENCHMARK
- 5/8" REBAR SET
- ELEVATION: 2819.31'
- FENCE LINE
- OHP POWER LINE

SITE DATA SUMMARY TABLE

USE: CELL SITE AS PART OF A WIRELESS COMMUNICATIONS NETWORK.	
ZONING	AE – AGRICULTURAL ESTATE DISTRICT
LEASE AREA SURFACE	106 SQ. FT.
LOT AREA	1,600 SQ. FT.
ACCESS & UTILITY EASEMENT	59,668 SQ. FT.
TOWER STRUCTURE HEIGHT:	135'
TOTAL PARKING REQUIRED:	N/A
INTERIOR LANDSCAPE RQRD:	N/A

OWNER
TONI ISBELL
1801 E. SOLOMON LANE
MIDLAND, TX 79705

APPLICANT
VERIZON WIRELESS
600 HIDDEN RIDGE
IRVING, TX

ENGINEER
CAA SOLUTIONS, PLLC
170 BOULEVARD SUITE E108
ATLANTA, GA 30312
PH: (770) 548-8268
CONTACT: ALEXANDER ABERNATHY, P.E.

ACTION

APPROVED ☐ DENIED ☐

STAFF _____ Date _____ Initials

P&Z _____ Date _____ Initials

Neighborhood # ____

See the Staff Approval Letter or P&Z Result Memo for any conditions associated with the approval of the project.

THE PURPOSE OF THIS PROJECT IS TO CONSTRUCT A NEW CELL SITE WITH MONOPOLE TOWER, ANTENNAS, HYBRID CABLES INSIDE THE TOWER, AND CONCRETE PADS FOR GROUND EQUIPMENT & GENERATOR.

ZONING CASE NO. ----
CELL SITE CARRIER ADDITION PLAN
1801 "U" SOLOMON LANE
MIDLAND, TX 79705
TONI ISBELL
PARCEL NUMBER: R000209726
DOC. NO. 2013-10249

verizon
600 HIDDEN RIDGE
IRVING, TX

BROADUS SERVICES
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

VERIZON SITE NAME:
MIRA VISTA

VERIZON LOCATION CODE:
496585

FUZE ID:
16879284

1801 "U" SOLOMON LANE
MIDLAND, TX 79705

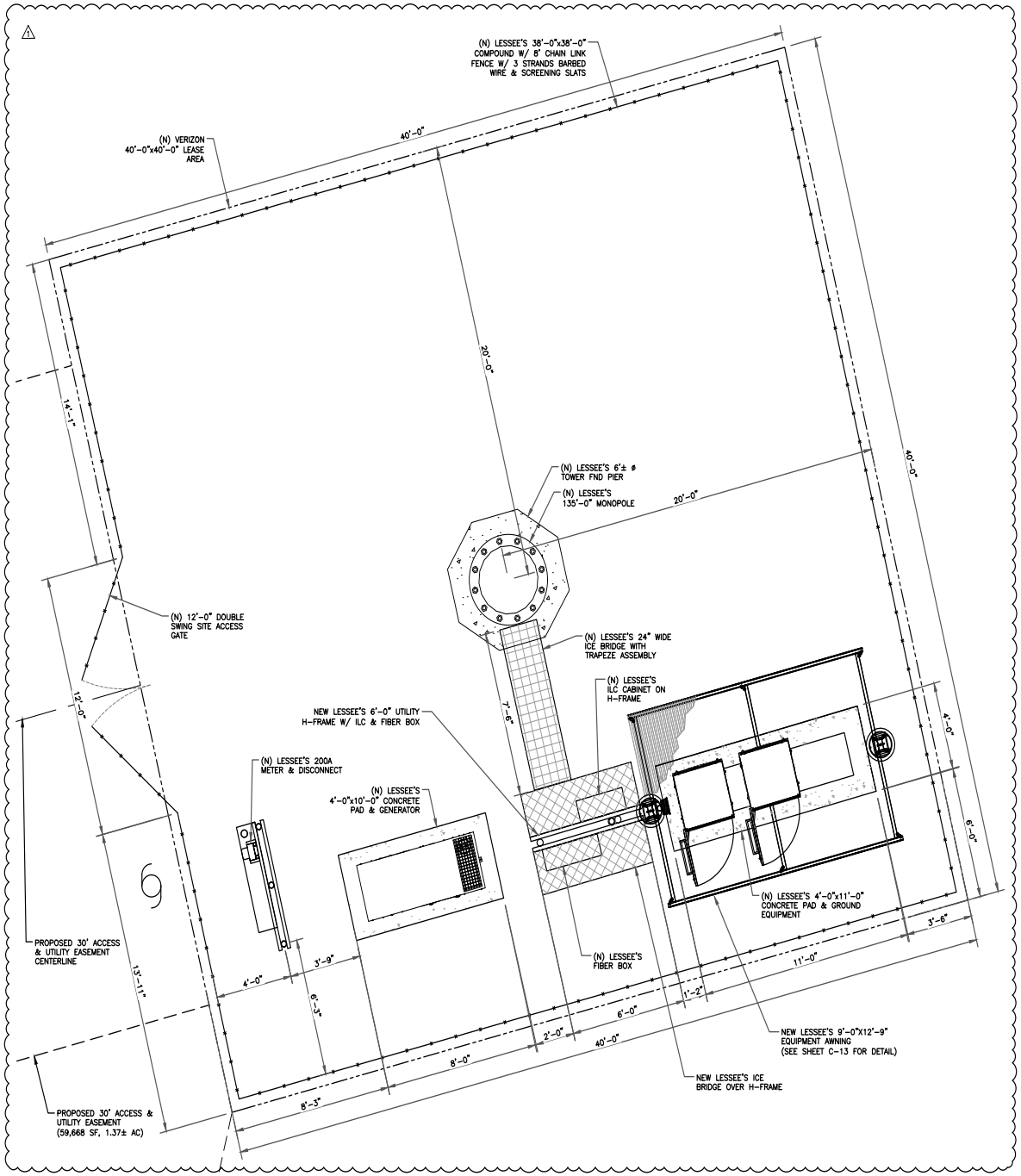
NEW MONOPOLE TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
A	06/13/2022	WHS	ZONING	SN

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET NUMBER: A-1
REVISION: A



1 EQUIPMENT PLAN
SCALE: 2 1' 0 2' 3/8"=1'-0" (FULL SIZE) 3/16"=1'-0" (11x17)

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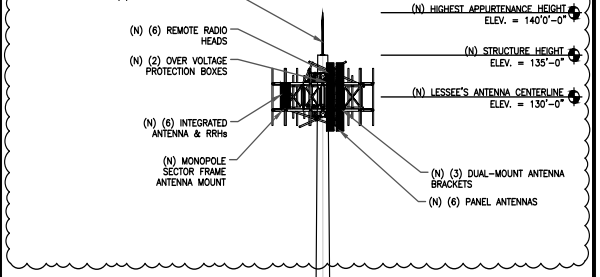

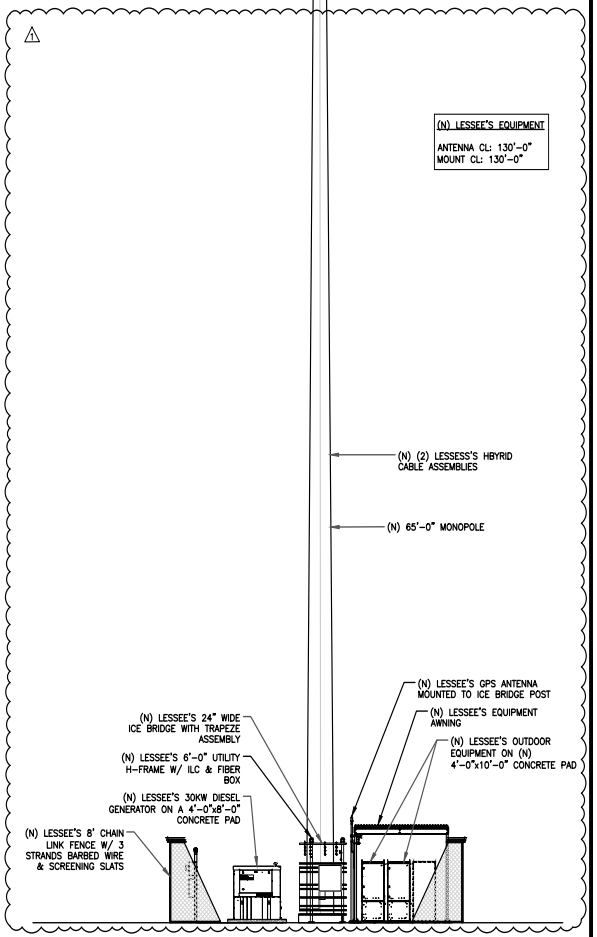

2 TOWER ELEVATION
SCALE: NOT TO SCALE

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ZONING CASE NO.
CELL SITE CARRIER ADDITION PLAN
1801 "U" SOLOMON LANE
MIDLAND, TX 79705

verizon
600 HIDDEN RIDGE
IRVING, TX

BROADUS SERVICES
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

VERIZON SITE NAME:
MIRA VISTA

VERIZON LOCATION CODE:
496585

FUZE ID:
16879284

1801 "U" SOLOMON LANE
MIDLAND, TX 79705

NEW MONOPOLE TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
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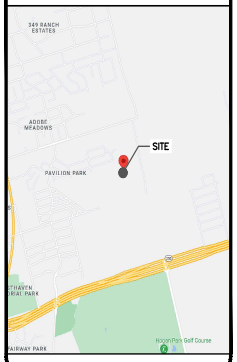
SHEET NUMBER: A-2
REVISION: A

PACKET
18.9
May 23, 2023

MAP



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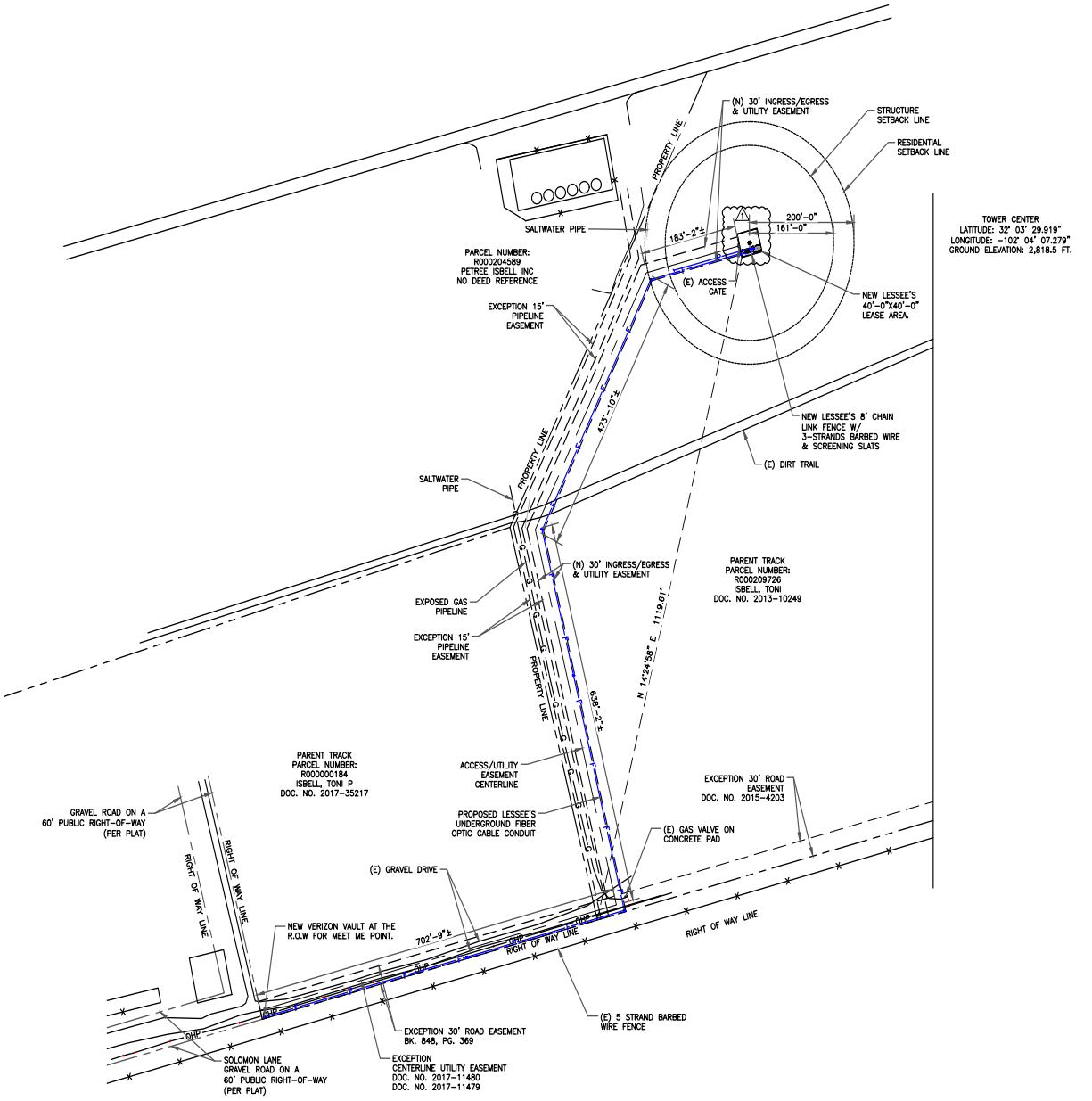

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- = GAS METER
- = SEWER MANHOLE
- = FLUID LINE MARKER
- = TEMPORARY BENCHMARK 5/8" REBAR SET ELEVATION: 2819.31'
- FENCE LINE
- OHP POWER LINE

SITE DATA SUMMARY TABLE

USE: CELL SITE AS PART OF A WIRELESS COMMUNICATIONS NETWORK.	
ZONING	AE – AGRICULTURAL ESTATE DISTRICT
LEASE AREA SURFACE	106 SQ. FT.
LOT AREA	1,600 SQ. FT.
ACCESS & UTILITY EASEMENT	59,668 SQ. FT.
TOWER STRUCTURE HEIGHT:	135'
TOTAL PARKING REQUIRED:	N/A
INTERIOR LANDSCAPE RQRD:	N/A

OWNER
TONI ISBELL
1801 E. SOLOMON LANE
MIDLAND, TX 79705

APPLICANT
VERIZON WIRELESS
600 HIDDEN RIDGE
IRVING, TX

ENGINEER
CAA SOLUTIONS, PLLC
170 BOULEVARD SE, UNIT E108
ATLANTA, GA 30312
PH: (770) 548-8268
CONTACT: ALEXANDER ABERNATHY, P.E.

ACTION

APPROVED ☐ DENIED ☐

STAFF _____ Date _____ Initials

P&Z _____ Date _____ Initials

Neighborhood # ____

See the Staff Approval Letter or P&Z Result Memo for any conditions associated with the approval of the project.

THE PURPOSE OF THIS PROJECT IS TO CONSTRUCT A NEW CELL SITE WITH MONOPOLE TOWER, ANTENNAS, HYBRID CABLES INSIDE THE TOWER, AND CONCRETE PADS FOR GROUND EQUIPMENT & GENERATOR.

ZONING CASE NO. ----
CELL SITE CARRIER ADDITION PLAN
1801 "U" SOLOMON LANE
MIDLAND, TX 79705
TONI ISBELL
PARCEL NUMBER: R000209726
DOC. NO. 2013-10249

PACKET 18 10 May 23, 2023

verizon
600 HIDDEN RIDGE
IRVING, TX

BROADUS SERVICES
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

VERIZON SITE NAME:
MIRA VISTA

VERIZON LOCATION CODE:
496585

FUZE ID:
16879284

1801 "U" SOLOMON LANE
MIDLAND, TX 79705

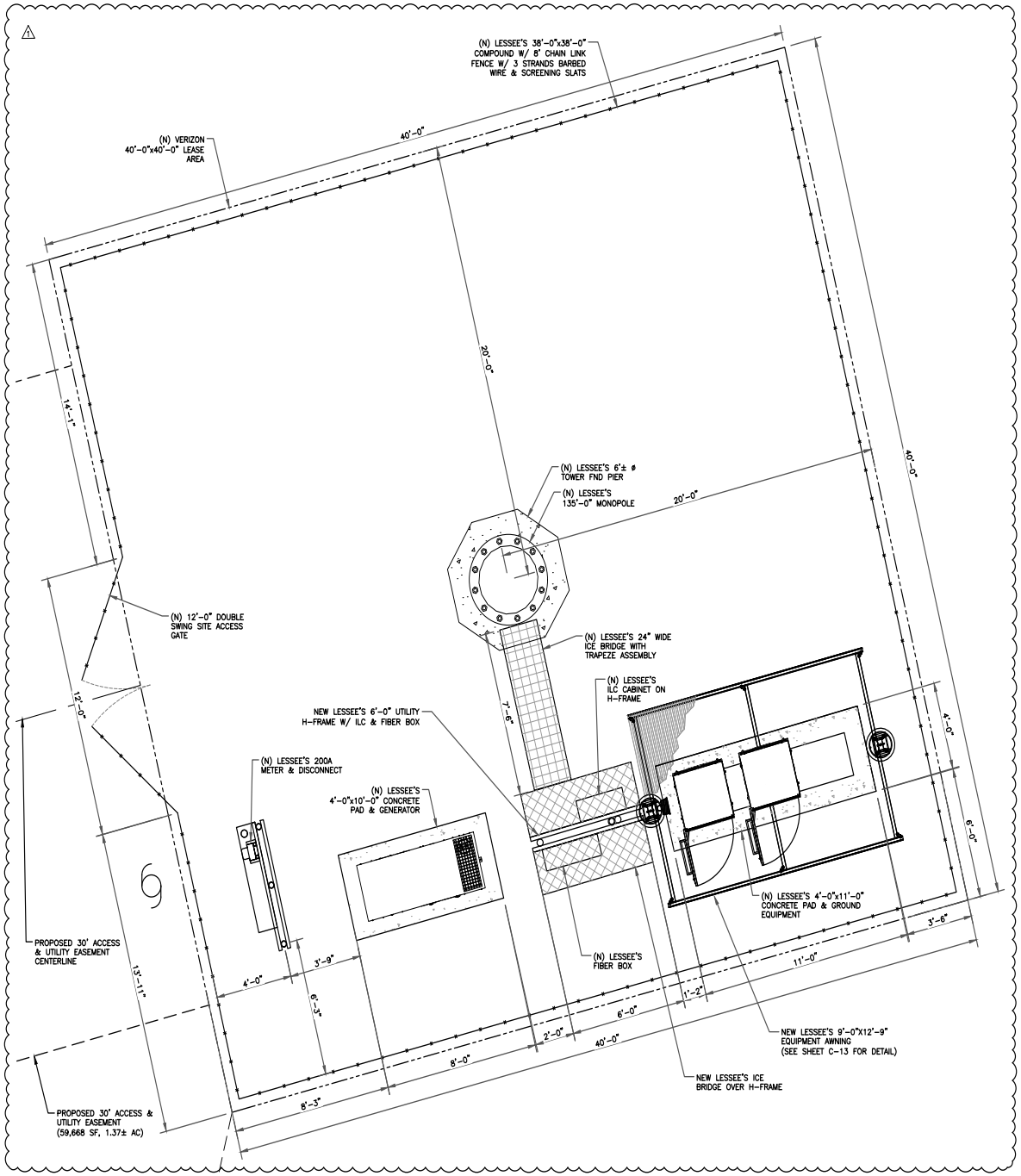
NEW MONOPOLE TOWER

ISSUED FOR:

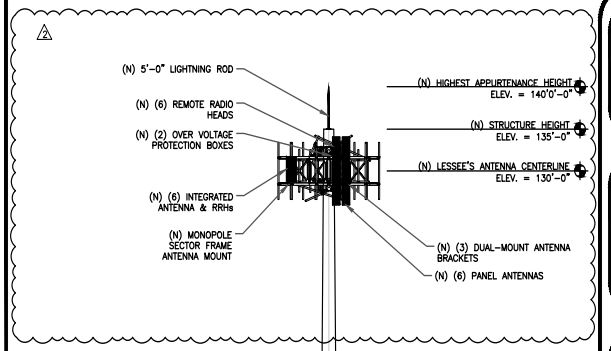
REV	DATE	DRWN	DESCRIPTION	DES./QA
A	06/13/2022	WHS	ZONING	SN

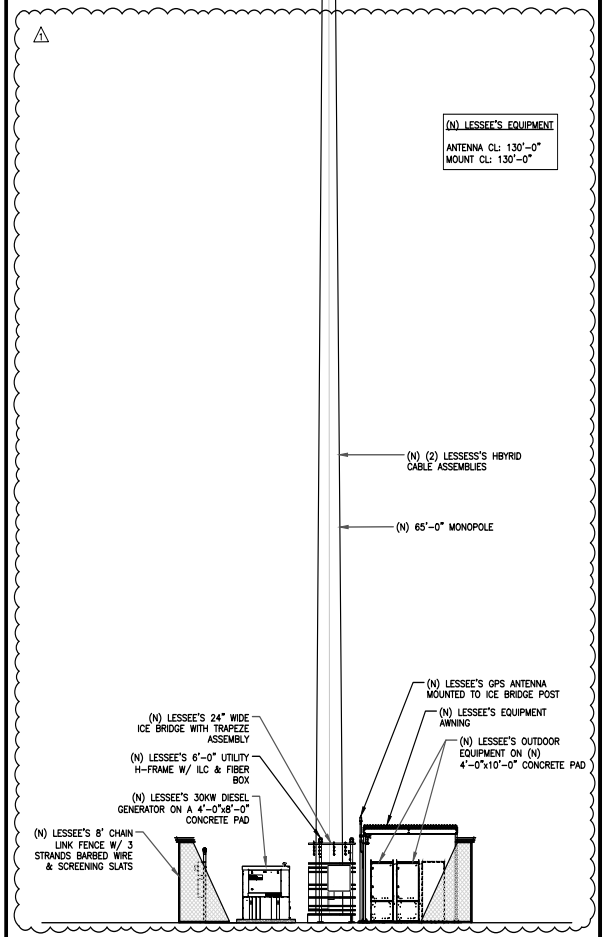
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET NUMBER: A-1
REVISION: A



1 EQUIPMENT PLAN
SCALE: 2' 1' 0 2' 3/8"=1'-0" (FULL SIZE) 3/16"=1'-0" (11x17)





2 TOWER ELEVATION
SCALE: NOT TO SCALE

THE PURPOSE OF THIS PROJECT IS TO CONSTRUCT A NEW CELL SITE WITH MONOPOLE TOWER, ANTENNAS, HYBRID CABLES INSIDE THE TOWER, AND CONCRETE PADS FOR GROUND EQUIPMENT & GENERATOR.

ZONING CASE NO.
CELL SITE CARRIER ADDITION PLAN
1801 "U" SOLOMON LANE
MIDLAND, TX 79705

PACKET 18.11

May 23, 2023

verizon
600 HIDDEN RIDGE
IRVING, TX

BROADUS SERVICES
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

VERIZON SITE NAME:
MIRA VISTA

VERIZON LOCATION CODE:
496585

FUZE ID:
16879284

1801 "U" SOLOMON LANE
MIDLAND, TX 79705

NEW MONOPOLE TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
A	06/13/2022	WHS	ZONING	SN

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET NUMBER: A-2
REVISION: A

MIDLAND Planning Division

Specific Use Designation Application (Non-Alcohol)

Case Number: SUDwo-22-0031

Ord. Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Alec Broadus-Agent for owner		Phone (432)557-0719 682-23 Email jennifer@gobroadus.com	
Address 4 Country Place Cir	City Arlington	State TX	Zip 76016
Property Owner Printed Name: Toni Isbell		Phone (432)557-0719 682-23 Email jennifer@gobroadus.com	
Address 1801 E SOLOMON LANE	City MIDLAND	State TX	Zip 79705
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: Alec Broadus-Agent for owner		Phone (432)557-0719 682-23 Email jennifer@gobroadus.com	
Address	City	State	Zip

Type of Permit: Specific Use

For Office Use Only
☐ with Term ☐without Term

Is there any Code Enforcement action pending on property? ☐ Yes ■ No

Street Address: 1801 SOLOMON LANE

Legal Description
Lot: 0081 Block: 002 Subdivision: 24.8 AC PAVILION PARK

Current Zoning: AE, Agricultural Estate District

Maximum Floor Area: N/A

Maximum Occupancy: N/A

Proposed hours and days of use or operation: Unmanned Utility so only automated operation 24/7

Reason for request: Improve cellular and data coverage in the area.

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: Cell towers have not had any adverse affects in the many locations they occupy.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing
  - Parking (if applicable)
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature): Alec Broadus	Date: 9/19/22
Applicant (printed): Alec Broadus	
Property Owner (signature):	Date: 9/19/22
Property Owner (printed) : TONI ISBELL/PETREE ISBELL INC	

The Specific Use Designation shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF ~~MIDLAND~~ Tarrant

Before me, the undersigned authority, on this day personally appeared Alec Broadus who, being by me duly sworn, upon oath says: That (s)he is authorized by Toni Isbell/Petree Isbell Inc, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Alec Broadus
Authorized Agent (*signature*)

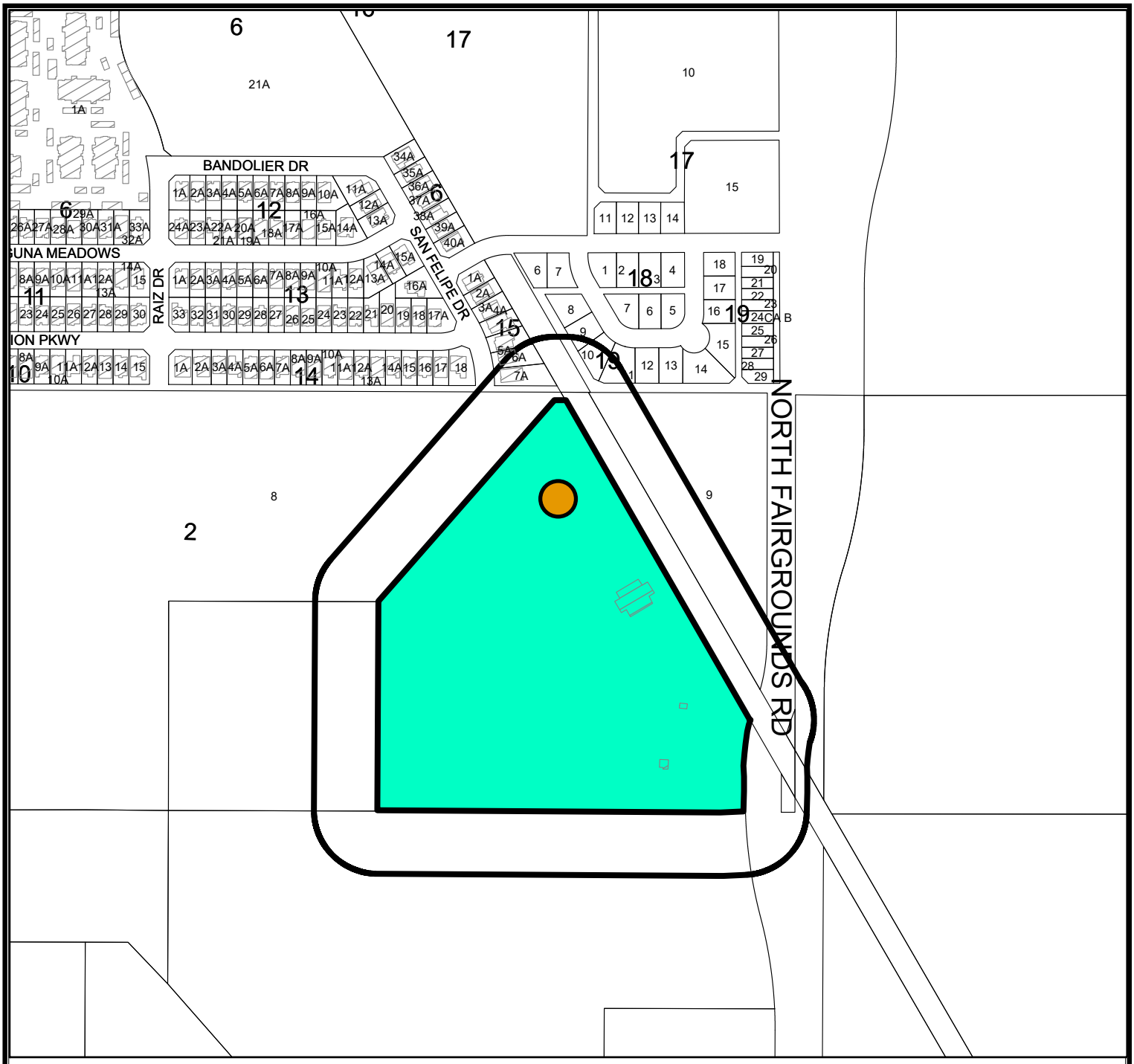
Subscribed and sworn to before me, this 19 day of Sept., 2022, to certify which witness my hand and seal of office.

TEJAS NAIK
Notary Public, State of Texas
Comm. Expires 03-19-2026
Notary ID 124158339

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Site Plan in Digital Format (PDF/JPEG)
Check #_____	
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

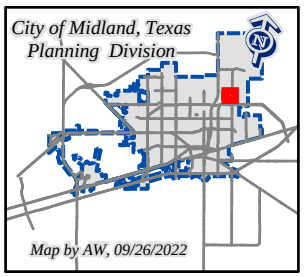
SUDwo-22-0031 **Scale: 1" = 200'**

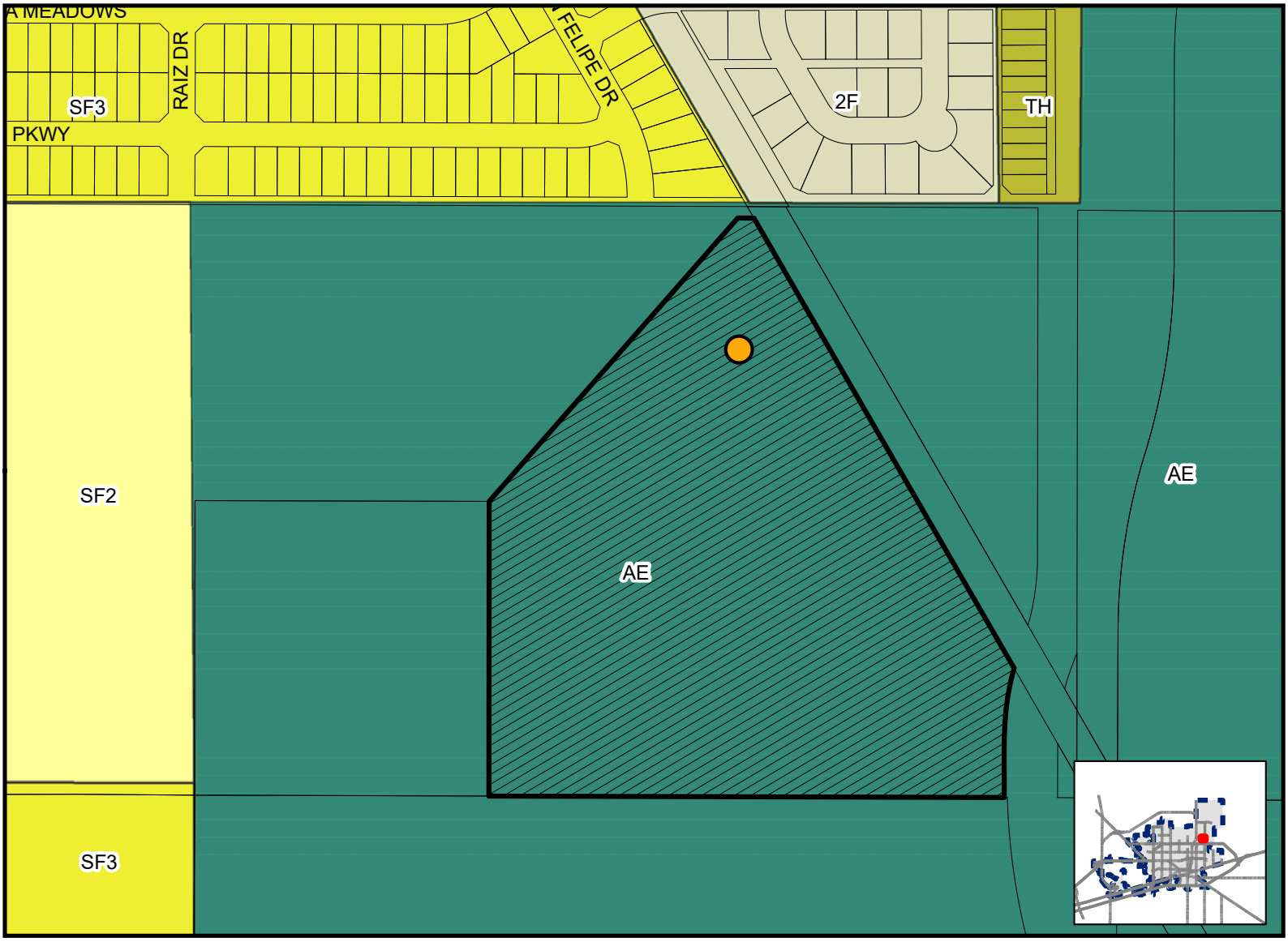
Consider a request by Broadus Services for a Specific Use Designation without Term for Wireless Communication Systems, including a monopole antenna structure on a 1,600-square foot portion of Lot 8, Block 2, Pavilion Park, Section 7, City and County of Midland, Texas.

(Generally located on the west side of North Fairgrounds Road, approximately 310-feet southeast of San Felipe Drive. - Council District 1)
(DEVELOPMENT SERVICES)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By AW, 9/26/2022

SUDwo-22-0031

Scale: 1" = 200'

ZONING MAP

© THE CITY OF NI
TO BE USED AS A PR
HEREIN.THE CITY OF

UCT, NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS DATA.

```
**************************************************
                    *            Federal Airways & Airspace
*
                    *         Summary Report: New Construction
*
                    *                Antenna Structure
*

**************************************************

                    Airspace User: Susan Davis

                    File: MIRA_VISTA

                    Location:  Midland, TX

                    Latitude:  32°-3'-29.91"         Longitude: 102°-
4'-7.27"

                    SITE ELEVATION AMSL......2819 ft.
                    STRUCTURE HEIGHT.........140 ft.
                    OVERALL HEIGHT AMSL......2959 ft.

     NOTICE CRITERIA
       FAR 77.9(a): NNR (DNE 200 ft AGL)
       FAR 77.9(b): NR  (Exceeds Notice Slope, Maximum: 2888 ft.)
       FAR 77.9(c): NNR (Not a Traverse Way)
       FAR 77.9:    NNR FAR 77.9 IFR Straight-In Notice Criteria for
MDD
       FAR 77.9:    NNR FAR 77.9 IFR Straight-In Notice Criteria for
MAF
       FAR 77.9(d): NNR (Off Airport Construction)

       NR  = Notice Required
       NNR = Notice Not Required
       PNR = Possible Notice Required (depends upon actual IFR
procedure)
             For new construction review Air Navigation Facilities at
bottom
             of this report.

       Notice to the FAA is required because height exceeds Notice
Slope criteria.
       The maximum height to avoid notice is 2888 ft AMSL.

     OBSTRUCTION STANDARDS
       FAR 77.17(a)(1): DNE 499 ft AGL
       FAR 77.17(a)(2): DNE - Airport Surface
       FAR 77.19(a):    DNE - Horizontal Surface
       FAR 77.19(b):    DNE - Conical Surface
       FAR 77.19(c):    DNE - Primary Surface
```

```
       FAR 77.19(d):    DNE - Approach Surface
       FAR 77.19(e):    DNE - Approach Transitional Surface
       FAR 77.19(e):    DNE - Abeam Transitional Surface

     VFR TRAFFIC PATTERN AIRSPACE FOR: MDD: MIDLAND AIRPARK
     Type: A   RD: 9891.576   RE: 2789.9
       FAR 77.17(a)(1):          DNE
       FAR 77.17(a)(2):          DNE - Height No Greater Than 200 feet
AGL.
       VFR Horizontal Surface:   DNE
       VFR Conical Surface:      DNE
       VFR Primary Surface:      DNE
       VFR Approach Surface:     DNE
       VFR Transitional Surface: DNE

       The structure is within VFR - Traffic Pattern Airspace
Climb/Descent Area.
       Structures exceeding the greater of 350' AAE, 77.17(a)(2), or
VFR horizontal
       and conical surfaces will receive a hazard determination from
the FAA.
       Maximum AMSL of Climb/Descent Area is 3155 feet.

     VFR TRAFFIC PATTERN AIRSPACE FOR: MAF: MIDLAND INTL AIR AND SPACE
P
     Type: A   RD: 55621.14   RE: 2872.5
       FAR 77.17(a)(1):          DNE
       FAR 77.17(a)(2):          DNE - Greater Than 5.99 NM.
       VFR Horizontal Surface:   DNE
       VFR Conical Surface:      DNE
       VFR Primary Surface:      DNE
       VFR Approach Surface:     DNE
       VFR Transitional Surface: DNE

     TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)
       FAR 77.17(a)(3) Departure Surface Criteria (40:1)
       DNE Departure Surface

     MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)
       FAR 77.17(a)(4) MOCA Altitude Enroute Criteria
       The Maximum Height Permitted is 3400 ft AMSL

     PRIVATE LANDING FACILITIES
       FACIL                                  BEARING    RANGE  DELTA
ARP FAA
       IDENT TYP NAME                         To FACIL   IN NM
ELEVATION IFR
       ----- --- ---------------------------- --------   -----  -----
---- ---
       7TX7  AIR RYAN AERODROME                   73.12    2.3
+219
       Possible Impact to Private Landing Facility.
```

Possible Exceeds VFR Transitional Surface (N/A Private Airport).

03TA HEL MIDLAND MEML HOSPITAL 203.95 4.04 +145
No Impact to Private Landing Facility
Structure is beyond notice limit by 19547 feet.

AIR NAVIGATION ELECTRONIC FACILITIES

FAC IDNT	TYPE	AT	FREQ	VECTOR	DIST (ft)	DELTA ELEVA	ST	LOCATION	GRND ANGLE	APCH BEAR
MAF	VORTAC	R	114.8	244.68	41705	+99	TX	MIDLAND	.14	

Alert! IFR Notice is not Required for this structure.
Predict within Final Segment of Approach plus Fix Error Area. Predict within FAR 77.9 IFR Notice Requirement Area for MDD: VOR/DME RWY 25
The maximum IFR No Notice Height for new construction is: 3100' AMSL.

KMAF	RADAR	WXL	Y		221.77	56071	+33	TX	MIDLAND WXL	.03
MAF	RADAR		I	2805.	232.07	58555	+14	TX	MIDLAND INTL AIRP	.01

No Impact. This structure does not require Notice based upon EMI.
The studied location is within 20 NM of a Radar facility.
The calculated Radar Line-Of-Sight (LOS) distance is: 133 NM.
This location and height is within the Radar Line-Of-Sight.

MAF	LOM		I		252.09	83475	+4	TX	RWY 10 MIDLAND IN	0.00

No Impact. Does Not Exceed NDB Notice Height Criteria.

MA	NDB		I	32	252.11	83490	+2	TX	FARLY	0.00

No Impact. Does Not Exceed NDB Notice Height Criteria.

QXS	RADAR	ARSR	Y	1250.4	328.5	211800	-181	TX	Odessa	-.05

CFR Title 47, §1.30000-§1.30004
AM STUDY NOT REQUIRED: Structure is not near a FCC licensed AM station.
Movement Method Proof as specified in §73.151(c) is not required.
Please review 'AM Station Report' for details.

Nearest AM Station: KCRS @ 3881 meters.

Airspace® Summary Version 22.7.647

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08-17-2022
07:32:17

SMW Engineering Group, Inc.
158 Business Center Drive
Birmingham, Alabama 35244
Telephone: (205) 252-6985
Fax: (205) 320-1504

1-A CERTIFICATION

Date: April 25, 2022

RE: Site Name: **Mira Vista**

Project Number: **2608053**

Location Code: **20181810702**

Ground Elevation: **2818.5' (AMSL)**

City Name: Midland **County: Midland** **State: Texas**

I certify that the Latitude of 32 Degrees 03 Min. 29.919 Sec. North and the longitude of 102 Degrees 04 Min. 07.279 Sec. West is accurate to within +/- 20 feet horizontally; and is accurate to within +/- 3 feet vertically. The horizontal datum (coordinates) is in terms of the North America Datum of 1983 (NAD83) and is expressed in degrees, minutes and seconds. The vertical datum (heights) is in terms of the North American Vertical Datum of 1988 (NAVD88).

Decimal Format

32.058311 Latitude
-102.068689 Longitude

State of Texas

Date: 4/25/22

William H. Sommerville III
Texas Registered No. 6094
SMW Job No. 22-10258
Prepared By: BB



Verizon Wireless Communication Facility

Engineering Necessity Case – MIRA_VISTA

Prepared by Chia Chang

September 2022

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Project Need Overview

The primary objective for this project is to improve service quality on the northeast side of downtown Midland and in the residential and commercial area along Hwy 349 and E Loop 250 N. This new site will provide increased coverage and capacity which will allow for greater throughput and reliability in the area.

Our engineering data shows that this area is trending toward data capacity limits. The existing site, TXMI_MIDLANDCC and TXMI_GREENWOOD need to have some of the area it covers moved onto another site to allow it to keep performing well. This new site, MIRA_VISTA, does an good job of moving traffic onto a more localized site, better able to serve this area.

Additional details and explanations follow in this presentation.

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Introduction:

Coverage and/or capacity deficiencies are the two main drivers that prompt the need for a new wireless communications facility (WCF). Most WCF provide a mixture of both capacity and coverage for the benefit of the end user.

Coverage describes the existence or lack of wireless service in an area. The request for improved service often comes from our customers or emergency services personnel that have no service or poor service. Coverage used to refer to the ability to make or place a call in vehicles, however, as usage patterns have shifted, coverage is now determined based on whether or not sufficient WCF exist to provide a reliable signal inside of buildings and residential areas, as well. Historically, when wireless was still in its infancy, coverage was the primary means to measure the effectiveness of the network in a given area.

Capacity is the metric used to determine if sufficient wireless resources exist and is now the primary means to measure how a community's wireless needs are being addressed. "Five bars" no longer means guaranteed coverage and capacity because each WCF has a limited amount of resources to handle voice calls, data connections and data volume. When these limits are reached and the WCF becomes overloaded (meaning there is more demand than signal to service it), the user experience quickly degrades preventing customers from making/receiving calls or getting applications to run. A WCF short on capacity could also make internet connections time out or delay information to emergency response personnel

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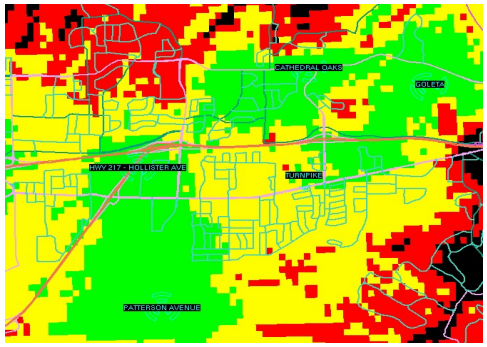
Explanation of Wireless Coverage



Coverage is best shown via coverage maps. RF engineers use tools that take into account terrain, vegetation, building types, and WCF specifics to model the existing coverage and prediction what we expect to see with the addition of a proposed WCF.

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Explanation of Wireless Capacity



Capacity is the amount of resources that a WCF has to service customer demand. Verizon utilizes sophisticated programs and customer feedback to monitor current usage trends and to forecast future needs. Because it takes an average of 2-3 years to complete a WCF, we have to start the process of adding a new WCF several years in advance of when the WCF will be needed.

Location, Location, Location. A good capacity WCF needs to be in the center of a user population which insures that traffic is evenly distributed around the WCF. A typical WCF is configured into three sectors (like a pie cut into three pieces), with each slice (sector) having 33% of the WCF resources. If one sector is under-utilized, it's resources can not necessarily be diverted to another sector. Therefore, optimal performance is only obtained when all three sectors have an even traffic distribution.

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Wireless Data Growth

Each year Verizon sees large increases in how much data its customers need. As the resolution of the pictures we send increases, the quality of the video we watch improves and the complexity of the applications grow, we commonly see tremendous growth year-over-year

Machine to Machine communications will also increase the data burden on wireless networks, as over the next five (5) years more and more services that improve our safety and make our lives easier will be available over the wireless infrastructure , such as:

- Cars that notify 911 when an airbag deploys.
- “Driverless” cars needing traffic data and maps to reach your destination as quickly as possible.
- Medical monitors that will alert us should a loved one neglect taking their prescription drugs.
- Home alarms that notify you when your child arrives home from school.
- Smart street lights that notify the city when they are not working.
- City garbage cans that let people know when they need to be emptied.
- Tracking watches will aid in finding lost Alzheimer patients.

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Radio Emission Safety

A common question received is “Are the radio emissions safe?”

Verizon goes to great effort to ensure that all of its projects meet the standards established by the FCC to ensure safety of the public and its employees. The links below are to three reputable organizations that have performed extensive reviews of the science available on this subject and have good educational articles on the results of their research.

World Health Organization
http://www.who.int/peh-emf/about/WhatisEMF/en/index1.html

American Cancer Society
https://www.cancer.org/cancer/cancer-causes/radiation-exposure/cellular-phone-towers.html

FCC Radio Frequency Safety
https://www.fcc.gov/general/radio-frequency-safety-0

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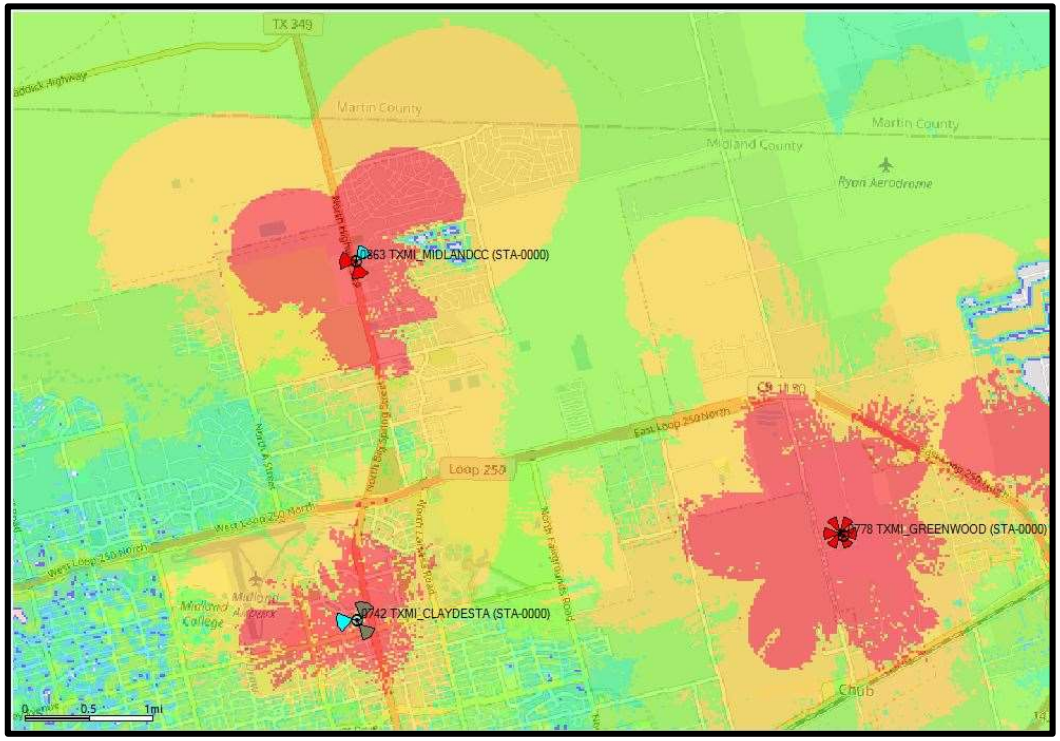
Current Coverage

Current coverage near the proposed MIRA_VISTA site



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Proposed Coverage

Although this site is proposed primarily to offload capacity from the TXMI_MIDLANDCC site, an added benefit is improved coverage in the area around the proposed MIRA_VISTA site, improving data throughput.



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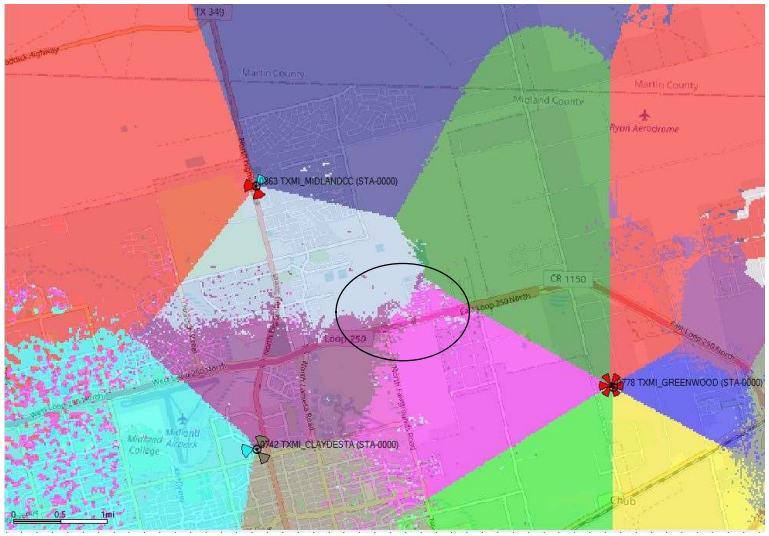
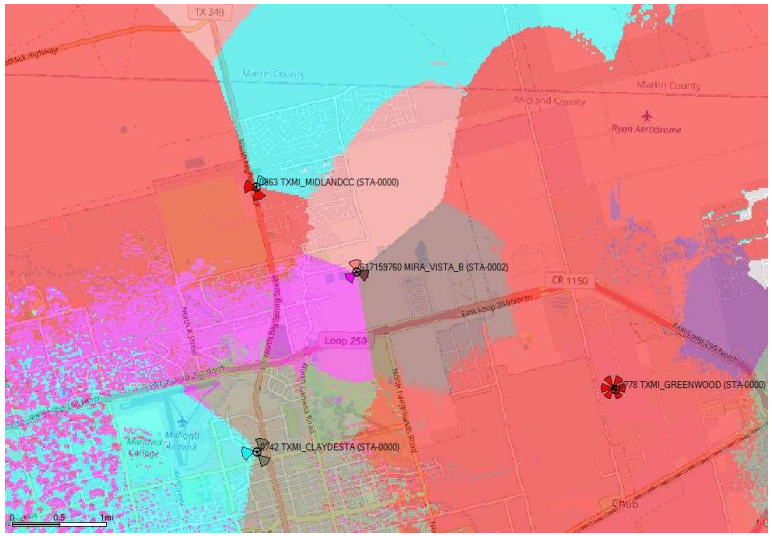
Serving Sector Maps



Best Server without MIRA_VISTA Site



Best Server with MIRA_VISTA Site

The proposed site footprint on the right will improve both capacity and coverage in the highlighted area. The plots above show the best servers or sectors that cover this area with each sector shown in a different color. The left map shows what sectors currently cover this area with the projected overloaded sectors circled. The right map shows the area this new site will cover. This project will improve service by providing necessary capacity to support the growth we are seeing in 4G data traffic. The area around the proposed site will see much better service. If the site is not built the area circled on the left map will see data speeds and new 4G voice service start to degrade as the site overloads.

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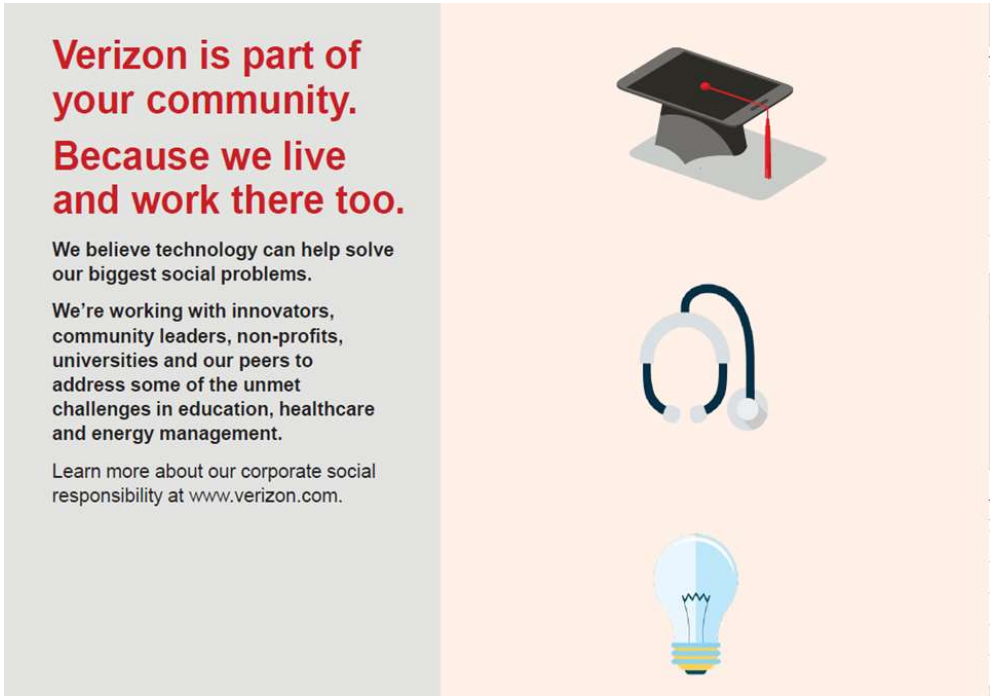
Verizon Wireless



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City Council Meeting

Item Number: 19

Meeting Date: May 9, 2023, May 23, 2023

To: City Council / City Manager

From: Landon Ochoa, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 258.87-ACRE TRACT OF LAND OUT OF SECTION 18, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST MOCKINGBIRD LANE, APPROXIMATELY 900 FEET EAST OF NORTH FAIRGROUNDS ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Maverick Engineering, is requesting a Zone Change from PD, Planned Development District for Housing Development (Ordinance No. 10344) to an amended PD, Planned Development District for Housing Development to modify the lot sizes of proposed housing development and revise the previously approved preliminary plat. This is because Betenbough is changing up their product line due to the change in the market.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Discussion:

Current Zoning:

PD, Planned Development District for Housing Development (Ordinance No. 10344)

Surrounding Zoning and Land Use:

The property to the north is zoned SF-3, Single-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, SF-2, Single-Family Dwelling District, in part, MF-16, Multiple-Family Dwelling District, in part, SF-1, Single-Family Dwelling District, in part, 2F, Two-Family Dwelling (Duplex) District, in part, and LR, Local Retail District, in part. The property to the east and south is zoned AE, Agricultural Estate District. The properties to the west are zoned MF-16, Multiple-Family Dwelling District, in part, and RR, Regional Retail District in part.

Analysis:

The applicant, Betenbough Homes, is requesting approval of a Zone Change for the development of a multi-use site, including a mix of residential and greenspace uses. This proposed subdivision will have a total of six hundred ninety-five (695) residential lots, approximately 102.42-acres of greenspace/detention pond that is composed of common areas and drainage ponds.

The applicant is proposing this section of the development to be executed in eight phases (4-11). Phases 1-3 are remaining the same from the first zone change related to this project and are not included in this request.

Product Class		Smallest Lot Area SF	Smallest Lot Depth LF	Phase # 4	5	6	7	8	9	10	11	Percent of Total
Core	30-45'	4236	85'		27	18	23		20	24	12	17.8%
	30-50'	4404	86'		59	33	80		55	70	27	46.6%
Reserve	40-50'	5750	95'	26				19				6.5%
	40-60'	6250	90'	42				52				13.5%
	75'	9387	125'					8				1.2%
	85'	11816	125'					2				0.3%
Cottages	30-50'	4173	81'		33				23		42	14.1%
PHASE TOTAL				68	119	51	103	81	98	94	81	100%
OVERALL TOTAL				695								

These lots will have an underlying zoning of SF-3, Single Family Dwelling District but with the following amendments. The minimum dimensions are as follows:

Core Product Class: 448 lots
1. Minimum lot width - 30 feet.
2. Minimum lot depth - 85 feet
3. Minimum lot area - 4,200 square feet.

Reserve Product Class: 149 lots
1. Minimum lot width - 40 feet.

2. Minimum lot depth - 90 feet
3. Minimum lot area - 5,700 square feet.

Cottages Product Class: 98 lots
1. Minimum lot width - 30 feet.
2. Minimum lot depth - 81 feet
3. Minimum lot area - 4,100 square feet.

The previous request had only nine phases compared to the current request which contains phases 4-11. The previous lot counts for each product class in phases 4-9 for the first zone change request are as follows:

Core: 510
Reserve: 112
Cottages: 85

The appropriate setbacks and maximum height of future development will comply with the regulations as described in Section 5.04 Residential Zoning District Dimensional Regulations chart. Not all the proposed lots meet the minimum lot depth, minimum lot width, and minimum lot area requirements of the SF-3 Single-Family Dwelling District. However, the new PD Ordinance will allow reduced depth, width, and areas as outlined above.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved with Conditions)

No objection to zone change. [For the Applicant's information only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] Our staff has examined the FEMA flood map and it appears that several property lies entirely within Zone AH, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood. [For the Applicant's information only.] If a LOMR is not proposed to remove these properties from the floodplain, 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 the Applicant's information only.]

Code: (Approved)

Phase 6 page 2 – (High Country Ct.) the Stinson-Burley B #2 API 329-31044 is identified but missing the 135 ft radius as previously requested for a non-City permitted well. Previous preliminary plat had it included correctly. Noted it will be Plugged and Abandoned (No building permits inside 135 ft. radius till P&A completed). Phase 11 Page 3- the non-city permitted Stimson Burley #1M API 329-31751 is identified with radius but needs to be identified as a 135 ft radius as required. Previous preliminary plat had it correctly. Noted to be P&A well (No building permits inside 135 ft. radius till P&A). Phase 11, page 3 -the non-City permitted Stimson Burley B #3 API 32--31045 is identified on plat with radius but needs to be identified as a 135 ft. radius as required. Previous preliminary plat had it correctly. Noted to be P&A well. No building permits are allowed in the 135 ft radius of existing well until it is actually P&A with a W-3 permit per RRC. In addition, the City permitted Endeavor operated Willow Lakes 19 #191 (located south of Mockingbird Lane) is identified with a 500 ft. radius that is located below Mockingbird Lane. Any occupied residential/commercial building permits inside the 500 ft. radius will require a variance to a permitted well from the City Council. For information: Please note if oil & gas wells are not identified or left off plat, this could prevent receiving city permits for structures.

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 area is classified as Urban Residential-Low, in part, which calls for restrictive land use, emphasizing single-family detached development. The area is also classified as Urban Medium which calls for a mix of complementary uses, including single-family housing, multi-family housing, schools, mid-sized parks and churches, commercial and mixed use. The plan also calls for a parkway that would run through the property which is identified on the site plan. All of these uses are compatible with the Low and Medium designations.

The Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, "Development Policy Areas" labels this area as part of the "Current Development Area" which seeks to address the compatibility of uses, "specifically between different housing intensities," As shown in the proposed site plan, the applicant is planning to create a gradual transition from existing housing developments at the western edge of the property in question which is consistent with this statement.

Principle 4 of Chapter 3 of the Tall City Tomorrow Plan seeks to increase the diversity of the

housing stock in Midland specifically including the need for smaller lot homes. This proposal works in compliance since the development will be introducing a neighborhood with a mix of housing intensities to include smaller townhouse-sized lots as well as larger single-family lots. Additionally, Principle 8 of the Chapter 3 requests that land use policies and regulations support the creation of more balanced neighborhoods, which include “a variety of housing options, access to open space, and contain activity centers such as parks…” The applicant is proposing to develop more specifically delineated park space and trails in the development which will help give the residents a diversity of recreation allowing for a more balanced feel.

Principle 5 of Chapter 3 requests planning for community amenities such as parks and open space to support “community activity, personal interaction a sense of place, and ultimately a sense of ownership in the community.” The applicant is proposing to include a park, greenspace, and trails all of which will contribute to creating a sense of place for new residents.

The Planning & Zoning Commission recommended approval of this request April 17, 2023.

Staff recommends approval of this request subject to conditions A through C.

Conditions:

A. **That the Property, including the minimum dimensions of lots contained therein, shall significantly conform to the site plan attached hereto as Exhibit “B”.**

B. **That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.**

C. **That all signage shall conform to the regulations set forth in Title XI, Chapter 7a of the City Code.**

Letters of Objection:

As of May 8, 2023, staff has received no letters of objection for this request.

Attachments:

Application
Metes and Bounds (Exhibit A)
Site Plan (Exhibit B)
Maps

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 258.87-ACRE TRACT OF LAND OUT OF SECTION 18, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST MOCKINGBIRD LANE, APPROXIMATELY 900 FEET EAST OF NORTH FAIRGROUNDS ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, 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 258.87-acre tract of land out of Section 18, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property") for an amended Development Planned Development District, for a Housing Development and adopting a zoning development plan, 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 to a Housing Development Planned Development District.

SECTION TWO. That the base zoning district to which the use and development plan are attached hereto and incorporated herein, as set out hereinafter;

of the Property shall conform, except as modified by Section Three of this ordinance, is the SF-3, Single-Family Dwelling District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "B" and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property, including the minimum dimensions of lots contained therein, shall significantly conform to the site plan attached hereto as Exhibit "B".

B. That the landscaping shall conform to the regulations set forth in Title XI, Chapter 7a of the City Code.

C. That all signage shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

SECTION FOUR. That the definitions given in the zoning regulations contained in this ordinance are to be cumulative of all ordinances in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code

of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish

the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

_____

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

EXHIBIT "A"

MAVERICK
ENGINEERING • SURVEY • WATER RESOURCES
1909 West Wall Street, Suite K • Midland, TX 79701
Tel: 432.262.0999 • Fax: 432.262.0989 • maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #:10194514

FIELD NOTE DESCRIPTION OF A 258.87 ACRE TRACT OF LAND, SITUATED IN SECTION 18, BLOCK 38, TOWNSHIP 1 SOUTH, ABSTRACT NUMBER 734, GLO FILE NUMBER 66103, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY. TEXAS, AND BEING A PORTION OF THAT CALLED 340.49 TRACT DESCRIBED IN DOCUMENT NUMBER 2021-35675 OF THE OFFICIAL PUBLIC RECORDS OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING *AT N.(Y):10719693.07, E.(X):1764462.90, A FIVE EIGHTHS INCH IRON ROD FOUND IN THE NORTH LINE OF SECTION 20, SAME BLOCK, FOR THE SOUTH COMMON CORNER OF SECTION 17, SAME BLOCK AND SAID SECTION 18, FROM WHICH A SIX INCH STEEL FENCE POST CALLED THE NORTHWEST CORNER OF A CALLED 244.4 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2017-34694, OF SAID OFFICIAL PUBLIC RECORDS, BEARS N.63°31'14"W., 44.34 FEET, AND A 2 INCH IRON PIPE CALLED THE SOUTHWEST CORNER OF A CALLED 316.39 ACRE TRACT IN DOCUMENT NUMBER 2011-8666 OF SAID OFFICIAL PUBLIC RECORDS BEARS N.82°07'34"W., 36.64 FEET, AND BEING THE SOUTHEAST CORNER HEREOF;*

THENCE *S.75°43'57"W., ALONG THE LINE COMMON TO SAID SECTIONS 20 AND 18, AT 75.80 FEET PASSING NEAR A ONE HALF INCH IRON ROD AT OR NEAR THE NORTH COMMON CORNER OF SAID SECTION 20 AND SECTION 19, SAME BLOCK, CONTINUING ALONG SAID COMMON LINE, AT 572.95 FEET PASSING NEAR A ONE HALF INCH IRON ROD AT THE NORTH COMMON CORNER OF TRACTS 2 AND 3 AS DESCRIBED IN DOCUMENT NUMBER 2018-20726, OF SAID OFFICIAL PUBLIC RECORDS, AT 1981.61 FEET PASSING A ONE HALF INCH IRON ROD AT THE NORTH COMMON CORNER OF SAID TRACT 2 AND A CALLED "TRACT 3" IN DOCUMENT NUMBER 2018-2268, OF SAID OFFICIAL PUBLIC RECORDS, AT 3801.97 FEET PASSING A COPPERWELD ROD WITH CAP AT THE NORTHWEST CORNER OF SAID TRACT 3, BEING THE NORTHEAST CORNER OF A TRACT CALLED 12.3 ACRES IN VOLUME 867 ON PAGE 35 OF THE DEED RECORDS OF SAID MIDLAND COUNTY, AT 3951.98 FEET PASSING A COPPERWELD ROD WITH CAP AT THE NORTHWEST CORNER OF SAID CALLED 12.3 ACRE TRACT, BEING THE NORTHEAST CORNER OF A CALLED TRACT 1, IN SAID DOCUMENT NUMBER 2018-2268, IN ALL 4132.38 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM#10194514" (RPC) SET FOR THE SOUTHWEST CORNER HEREOF;*

THENCE *N.14°07'10"W., 419.64 FEET TO AN "RPC" SET FOR AN INTERIOR CORNER HEREOF;*

THENCE *S.75°52'50"W., 28.10 FEET TO AN "RPC" SET FOR AN EXTERIOR CORNER HEREOF;*

THENCE *N. N.14°07'10"W., 2069.30 FEET TO AN "RPC" SET FOR AN INTERIOR CORNER HEREOF;*

THENCE *N.22°36'06"W., 80.28 FEET TO A POINT OF DEFLECTION RIGHT AND A POINT OF CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 920.00 FEET AND A CHORD BEARING AND DISTANCE OF N.57°59'24"E., 142.96 FEET;*

THENCE *ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 143.11 FEET TO AN "RPC" SET AT THE POINT OF REVERSE CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 1950.00 FEET AND A CHORD BEARING AND DISTANCE OF N.77°01'32"E., 1554.60 FEET;*

THENCE *ALONG THE ARC OF SAID CURVE, BEING CONVEX TO THIS TRACT, 1599.03 FEET TO AN "RPC" SET AT THE POINT OF REVERSE CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 1110.00 FEET AND A CHORD BEARING AND DISTANCE OF S.88°33'08"E., 349.94 FEET;*

THENCE *ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 351.41 FEET TO AN "RPC" SET AT A POINT OF INTERSECTION LEFT;*

THENCE *N.07°37'18"W., 115.00 FEET TO A POINT OF INTERSECTION AT THE POINT OF CURVATURE ON A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 995.00 FEET AND A CHORD BEARING AND DISTANCE OF N.78°25'37"E., 137.13 FEET;*

THENCE *ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 137.24 FEET TO AN "RPC" SET AT THE POINT OF TANGENCY;*

THENCE *N.72°23'25"E., 72.42 FEET TO AN "RPC" SET AT THE POINT OF CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 995.00 FEET AND A CHORD BEARING AND DISTANCE OF N.51°36'34"E., 637.86 FEET;*

THENCE *ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 649.32 FEET TO AN "RPC" SET AT A POINT OF INTERSECTION RIGHT;*

THENCE *S.57°05'08"E., 115 FEET TO A POINT OF INTERSECTION AT THE POINT OF CURVATURE ON A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 1110.00 FEET AND A CHORD BEARING AND DISTANCE OF N.30°10'44"E., 105.95 FEET;*

THENCE *ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 105.99 FEET TO AN "RPC" SET AT A POINT OF INTERSECTION RIGHT, FOR AN EXTERIOR CORNER HEREOF;*

THENCE *THE FOLLOWING 11 COURSES AND DISTANCES, ALL TO AN "RPC" FOR ANGLE POINTS IN THE BOUNDARY HEREOF;*

1. N.70°45'27"E., 112.51 FEET;
2. S.66°30'04"E., 115.00 FEET;
3. N.77°16'15"E., 15.51 FEET;
4. N.14°39'08"W., 46.14 FEET;
5. N.69°08'15"E., 114.62 FEET;
6. N.81°18'37"E., 60.27 FEET;
7. N.75°20'52"E., 115.00 FEET;
8. N.14°25'02"W., 7.06 FEET;
9. N.75°20'52"E., 115.00 FEET;
10. N.80°51'01"E., 60.26 FEET;
11. N.75°20'52"E., 487.58 FEET TO AN "RPC" SET ON THE WEST LINE OF A CALLED 632.79 ACRE TRACT, DESCRIBED IN DOCUMENT NUMBER 2011-8666 OF SAID DEED RECORDS, ON THE LINE COMMON TO SAID SECTIONS 17 AND 18, FOR THE NORTHWEST CORNER HEREOF;

THENCE *S.14°30'16"E., ALONG THE COMMON LINE OF SAID SECTIONS 17 AND 18, AT 1623.59 FEET PASSING A ONE HALF INCH IRON ROD FOR THE NORTHWEST CORNER OF A CALLED 22.368 ACRE TRACT IN DOCUMENT NUMBER2014-5886 OF SAID OFFICIAL PUBLIC RECORDS, BEARING S.75°32'01"W., 15.87 FEET, AT 2815.90 FEET PASSING SAID 6 INCH STEEL FENCE POST BEARING S.75°29'44"W., 33.47 FEET, IN ALL 2844.98 FEET TO THE* ***POINT OF BEGINNING****, CONTAINING 258.87 ACRES OF LAND.*

BASIS OF BEARING, DISTANCE, COORDINATES AND AREA ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, NORTH AMERICAN DATUM OF 1983, U.S. SURVEY FOOT, HAVING A CONVERGENCE ANGLE (theta) OF -0°53'04.89" AND A COMBINED SCALE FACTOR OF 0.999925027 AT THE POINT OF BEGINNING.



MARCH 20, 2023

Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM – No. 10194514)

EXHIBIT "B"



0' 200' 400' 600'

SCALE 1" = 200'

FEMA NOTE:

FLOOD STATEMENT: ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0100E DATED SEPTEMBER 16, 2005, PORTION OF THIS PROPERTY SHOWN HEREON ARE WITHIN THE UNSHADED ZONE "X" WHICH IS DEFINED AS AREAS OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN, AREAS OF 0.2% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD. PORTIONS OF THE PROPERTY SHOWN HEREON ARE WITHIN ZONE "AH" AREA OF SHALLOW FLOODING USUALLY IN THE FORM OF A POND, WITH AN AVERAGE DEPTH RANGING FROM 1 TO 3 FEET. THESE AREAS HAVE A 1% ANNUAL CHANCE OF FLOODING, OVER THE LIFE OF A 30-YEAR MORTGAGE, BASE FLOOD ELEVATIONS DERIVED FROM DETAILED ANALYSES ARE SHOWN AT SELECTED INTERVALS WITHIN THESE ZONES. REFER TO FEMA FLOOD LOMR NO. 19-06-0988P ISSUED AUGUST 14, 2020 FOR DETENTION BASIN (M156) FILL IN THE NW CORNER OF THIS PROPERTY. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF MAVERICK ENGINEERING.

- 45' FRONT WIDTH - CORE
- 50' FRONT WIDTH - CORE
- 50' FRONT WIDTH - COTTAGE
- 50' FRONT WIDTH - RESERVE
- 60' FRONT WIDTH - RESERVE
- 75' FRONT WIDTH - RESERVE
- 85' FRONT WIDTH - RESERVE

NOTE

1. LOCATION OF BURIED UTILITIES AND PIPELINES, IF ANY, SHOWN HEREON ARE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE OF 811 SITE MARKINGS AT THE TIME OF THIS SURVEY.
2. DIRECTIONS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
3. ALL BEARINGS ARE GRID, NAD 83, TEXAS STATE PLANE COORDINATES, CENTRAL ZONE.
4. CONTOURS SHOWN ARE PROVISIONAL OR FOR PLANNING PURPOSES AND MAY BE SUBJECT TO CHANGE.

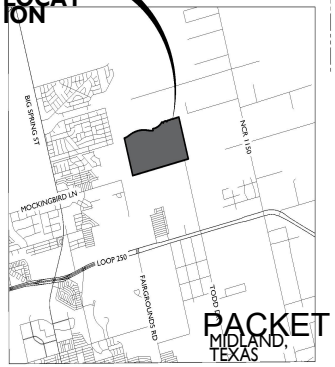
DIMENSIONAL NOTES

- ALL INTERIOR ROAD RIGHT-OF-WAYS TO THIS DEVELOPMENT ARE 60' WIDE, ALL CUL-DE-SACS ARE A 60' RADIUS. FIREWHEEL ROAD IS A PROPOSED 80' WIDE.
- RIGHT-OF-WAY WITH ROUNDABOUT.
- ALL SIDEWALKS WILL BE 5' IN WIDTH ALONG ALL PUBLIC RIGHT-OF-WAYS.
- ALL CORNER CLIPS ARE 20'x20' (TYP.) UNLESS OTHERWISE NOTED.

GREENSPACE NOTES

- DEVELOPMENT CONTAINS 258.87 ACRES, OF WHICH 102.42 ACRES ARE ELIGIBLE NON-DEVELOPED GREENSPACE FOR A TOTAL PERCENTAGE OF 39.5%

SITE LOCATION



VICINITY MAP

N.T.S.

DEVELOPMENT NOTES

- GENERAL: SITE PLAN IS FOR A PROPOSED 495 LOT RESIDENTIAL SUBDIVISION WITH A PROPOSED DEDICATED STORMWATER DETENTION BASIN SITUATED WITHIN AN HOA-MAINTAINED COMMON AREA GREEN SPACE, ALL BEING OUT OF A 258.87 ACRE DEVELOPMENT SITE. DEVELOPMENT SHALL CONSIST OF A SINGLE FAMILY RESIDENTIAL AND ACCESSORY STRUCTURES.
- ZONING: PDHD. SEE PDHD SUBMITTAL FOR CLASSIFICATION FOR THE OVERALL LOT CATEGORIES.
- SETBACKS: PROPOSED SETBACKS ON THE RESIDENTIAL COMPONENT OF THE SUBDIVISION ARE AS FOLLOWS: FRONT 20', CUL-DE-SAC FRONT 15', SIDE 5', CORNER SIDE 10', REAR 10'.
- BUILDING HEIGHT: NO STRUCTURE SHALL EXCEED 42' IN HEIGHT OR 3 STORIES WITHIN THIS DEVELOPMENT.
- ACCESS: ALONG FIREWHEEL AVE (3) EVENTUAL ACCESS POINTS. ONE TO THE WEST ACCESSING FAIRGROUNDS ROAD, ONE TO THE EAST ACCESSING TODD DRIVE, AND ONE TO THE SOUTH ACCESSING MOCKINGBIRD LANE. ALL ACCESS POINTS TO SERVICE THE DEVELOPMENT ALONG THE FRONTAGE OF ALL LOTS.
- EASEMENTS: 10' BUFFER EASEMENT ALONG THE PERIMETER OF THE ENTIRE DEVELOPMENT AND A PORTION OF PHASE 11 (BY SEPARATE INSTRUMENT).
- 20' UTILITY EASEMENT ALONG THE SOUTHERN PORTION OF PHASES 1 & 4 (BY SEPARATE INSTRUMENT).
- 20' DRAINAGE EASEMENT BETWEEN LOTS 10 AND 11, BLOCK 19 (PHASE 9).
- DEDICATED STORMWATER DRAINAGE BASINS WITHIN COMMON AREA "L" LOCATED DIRECTLY WEST OF TODD ROAD.
- UTILITIES: PUBLIC UTILITIES WILL SERVICE THE DEVELOPMENT FROM THE EXISTING ADJACENT INFRASTRUCTURE AND EXPANDED ON AND OFFSITE INFRASTRUCTURE PROPOSED AS A REQUIRED COMPONENT OF THIS DEVELOPMENT. PUBLIC UTILITIES WILL BE ROUTED WITHIN THE RIGHT-OF-WAY THROUGHOUT THE DEVELOPMENT AND ALL PUBLIC UTILITIES WILL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS REQUIRED BY THE CITY OF MIDLAND AT THE TIME OF PLATTING AND CONSTRUCTION PLANS.
- DRAINAGE: STORM WATER RUNOFF WILL BE DETAINED SO AS NOT TO INCREASE EXISTING RUNOFF IN CONFORMANCE WITH THE APPROVED DRAINAGE REPORT TO BE FILED WITH THE APPROVED PRELIMINARY PLAT.

LEGEND

- DENOTES SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "MAVERICK ENGINEERING"
- DENOTES FOUND 1/2-INCH IRON ROD W/RED PLASTIC CAP STAMPED "MAVERICK 4514"
- DENOTES POINT OF CURVATURE/INTERSECTION
- DENOTES MAG NAIL FOUND
- DENOTES BOUNDARY LINE
- DENOTES EXISTING ADJACENT PROPERTY LINES
- DENOTES PROPOSED EASEMENT
- DENOTES SECTION
- DENOTES PLAT RECORDS, MIDLAND CO., TX
- DENOTES OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
- DENOTES DEED RECORDS, MIDLAND CO., TX
- DENOTES SECTION NUMBER

P.R.M.C.T.
O.P.R.M.C.T.
D.R.M.C.T.

LOT CLASS TABULATION

Product Class		Smallest Lot	Smallest Lot Depth	Phase #									Percent of Total
		Area SF	LF	4	5	6	7	8	9	10	11		
Core	30-45'	4236	85'		27	18	23		20	24	12		17.8%
	30-50'	4404	86'		59	33	80		55	70	27		46.6%
Reserve	40-50'	5750	95'	26				19					6.5%
	40-60'	6250	90'	42				52					13.5%
	75'	9387	125'					8					1.2%
	85'	11418	85'					2					0.4%
Cottages	30-50'	4173	81'		33				23		42		14.1%
PHASE TOTAL				68	119	51	103	81	98	94	81		100%
OVERALL TOTAL				695									

MOCKINGBIRD RIDGE

PDHD SITE PLAN

BEING A 258.87 ACRE TRACT OF LAND, SITUATED IN SECTION 18, BLOCK 38, T-1-S, A-734 T&P RY. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

PACKET

MIDLAND, TEXAS

May 23, 2023

19.12

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
309 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

SHEET 01 OF 04

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-23-0326

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Betenbough Homes		Phone ( ) Email	
Address 6305 82nd St	City Lubbock	State TX	Zip 79424

Property Owner Printed Name: See Applicant		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Paladin Huckaba		Phone (432) 262-0999 Email phuckaba@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Street Address: NA County Rd 40

Legal Description
Lot: Block: 38 T-1-S Subdivision:

Current Zoning: In Part: SF3, TH, SF2, MF16, SF1, 2F, RR	**Proposed Zone:** PDHD *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: To advance the proposed housing development associated with this request

Present Use of Property: vacant

Proposed Use of Property: residential

How would this zone change affect the public health, safety and welfare? This development will contribute to the housing inventory of the City of Midland, adding needed options to the housing makeup of the community

Describe how conditions affecting the property have changed since present zoning designation: No change since original zoning

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: 3/21/23
Applicant (printed): RONNIE WALLACE	
Property Owner (signature): See Applicant	Date: 3/21/23
Property Owner (printed) :	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Bettenbaugh 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.

Andrew L. Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 21st day of March, 2023, to certify which witness my hand and seal of office.

Kelsey Ann Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

Kelsey Ann Lewis
My Commission Expires
2/19/2026
Notary ID
131456388

FOR OFFICE USE ONLY

RECEIVED
MAR 22 2023
BY: .....

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 4105
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

Received By: James Reber | Date: 3/22/23

**Application will not be considered for scheduling until reviewed by Planning.

MAVERICK
ENGINEERING • SURVEY • WATER RESOURCES
1909 West Wall Street, Suite K • Midland, TX 79701
Tel: 432.262.0999 • Fax: 432.262.0989 • maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #:10194514

FIELD NOTE DESCRIPTION OF A 258.87 ACRE TRACT OF LAND, SITUATED IN SECTION 18, BLOCK 38, TOWNSHIP 1 SOUTH, ABSTRACT NUMBER 734, GLO FILE NUMBER 66103, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY. TEXAS, AND BEING A PORTION OF THAT CALLED 340.49 TRACT DESCRIBED IN DOCUMENT NUMBER 2021-35675 OF THE OFFICIAL PUBLIC RECORDS OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING *AT N.(Y):10719693.07, E.(X):1764462.90, A FIVE EIGHTHS INCH IRON ROD FOUND IN THE NORTH LINE OF SECTION 20, SAME BLOCK, FOR THE SOUTH COMMON CORNER OF SECTION 17, SAME BLOCK AND SAID SECTION 18, FROM WHICH A SIX INCH STEEL FENCE POST CALLED THE NORTHWEST CORNER OF A CALLED 244.4 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2017-34694, OF SAID OFFICIAL PUBLIC RECORDS, BEARS N.63°31'14"W., 44.34 FEET, AND A 2 INCH IRON PIPE CALLED THE SOUTHWEST CORNER OF A CALLED 316.39 ACRE TRACT IN DOCUMENT NUMBER 2011-8666 OF SAID OFFICIAL PUBLIC RECORDS BEARS N.82°07'34"W., 36.64 FEET, AND BEING THE SOUTHEAST CORNER HEREOF;*

THENCE *S.75°43'57"W., ALONG THE LINE COMMON TO SAID SECTIONS 20 AND 18, AT 75.80 FEET PASSING NEAR A ONE HALF INCH IRON ROD AT OR NEAR THE NORTH COMMON CORNER OF SAID SECTION 20 AND SECTION 19, SAME BLOCK, CONTINUING ALONG SAID COMMON LINE, AT 572.95 FEET PASSING NEAR A ONE HALF INCH IRON ROD AT THE NORTH COMMON CORNER OF TRACTS 2 AND 3 AS DESCRIBED IN DOCUMENT NUMBER 2018-20726, OF SAID OFFICIAL PUBLIC RECORDS, AT 1981.61 FEET PASSING A ONE HALF INCH IRON ROD AT THE NORTH COMMON CORNER OF SAID TRACT 2 AND A CALLED "TRACT 3" IN DOCUMENT NUMBER 2018-2268, OF SAID OFFICIAL PUBLIC RECORDS, AT 3801.97 FEET PASSING A COPPERWELD ROD WITH CAP AT THE NORTHWEST CORNER OF SAID TRACT 3, BEING THE NORTHEAST CORNER OF A TRACT CALLED 12.3 ACRES IN VOLUME 867 ON PAGE 35 OF THE DEED RECORDS OF SAID MIDLAND COUNTY, AT 3951.98 FEET PASSING A COPPERWELD ROD WITH CAP AT THE NORTHWEST CORNER OF SAID CALLED 12.3 ACRE TRACT, BEING THE NORTHEAST CORNER OF A CALLED TRACT 1, IN SAID DOCUMENT NUMBER 2018-2268, IN ALL 4132.38 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM#10194514" (RPC) SET FOR THE SOUTHWEST CORNER HEREOF;*

THENCE *N.14°07'10"W., 419.64 FEET TO AN "RPC" SET FOR AN INTERIOR CORNER HEREOF;*

THENCE *S.75°52'50"W., 28.10 FEET TO AN "RPC" SET FOR AN EXTERIOR CORNER HEREOF;*

THENCE *N. N.14°07'10"W., 2069.30 FEET TO AN "RPC" SET FOR AN INTERIOR CORNER HEREOF;*

THENCE *N.22°36'06"W., 80.28 FEET TO A POINT OF DEFLECTION RIGHT AND A POINT OF CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 920.00 FEET AND A CHORD BEARING AND DISTANCE OF N.57°59'24"E., 142.96 FEET;*

THENCE *ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 143.11 FEET TO AN "RPC" SET AT THE POINT OF REVERSE CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 1950.00 FEET AND A CHORD BEARING AND DISTANCE OF N.77°01'32"E., 1554.60 FEET;*

THENCE *ALONG THE ARC OF SAID CURVE, BEING CONVEX TO THIS TRACT, 1599.03 FEET TO AN "RPC" SET AT THE POINT OF REVERSE CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 1110.00 FEET AND A CHORD BEARING AND DISTANCE OF S.88°33'08"E., 349.94 FEET;*

THENCE *ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 351.41 FEET TO AN "RPC" SET AT A POINT OF INTERSECTION LEFT;*

THENCE *N.07°37'18"W., 115.00 FEET TO A POINT OF INTERSECTION AT THE POINT OF CURVATURE ON A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 995.00 FEET AND A CHORD BEARING AND DISTANCE OF N.78°25'37"E., 137.13 FEET;*

THENCE *ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 137.24 FEET TO AN "RPC" SET AT THE POINT OF TANGENCY;*

THENCE *N.72°23'25"E., 72.42 FEET TO AN "RPC" SET AT THE POINT OF CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 995.00 FEET AND A CHORD BEARING AND DISTANCE OF N.51°36'34"E., 637.86 FEET;*

THENCE *ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 649.32 FEET TO AN "RPC" SET AT A POINT OF INTERSECTION RIGHT;*

THENCE *S.57°05'08"E., 115 FEET TO A POINT OF INTERSECTION AT THE POINT OF CURVATURE ON A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 1110.00 FEET AND A CHORD BEARING AND DISTANCE OF N.30°10'44"E., 105.95 FEET;*

THENCE *ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 105.99 FEET TO AN "RPC" SET AT A POINT OF INTERSECTION RIGHT, FOR AN EXTERIOR CORNER HEREOF;*

THENCE *THE FOLLOWING 11 COURSES AND DISTANCES, ALL TO AN "RPC" FOR ANGLE POINTS IN THE BOUNDARY HEREOF;*

1. N.70°45'27"E., 112.51 FEET;
2. S.66°30'04"E., 115.00 FEET;
3. N.77°16'15"E., 15.51 FEET;
4. N.14°39'08"W., 46.14 FEET;
5. N.69°08'15"E., 114.62 FEET;
6. N.81°18'37"E., 60.27 FEET;
7. N.75°20'52"E., 115.00 FEET;
8. N.14°25'02"W., 7.06 FEET;
9. N.75°20'52"E., 115.00 FEET;
10. N.80°51'01"E., 60.26 FEET;
11. N.75°20'52"E., 487.58 FEET TO AN "RPC" SET ON THE WEST LINE OF A CALLED 632.79 ACRE TRACT, DESCRIBED IN DOCUMENT NUMBER 2011-8666 OF SAID DEED RECORDS, ON THE LINE COMMON TO SAID SECTIONS 17 AND 18, FOR THE NORTHWEST CORNER HEREOF;

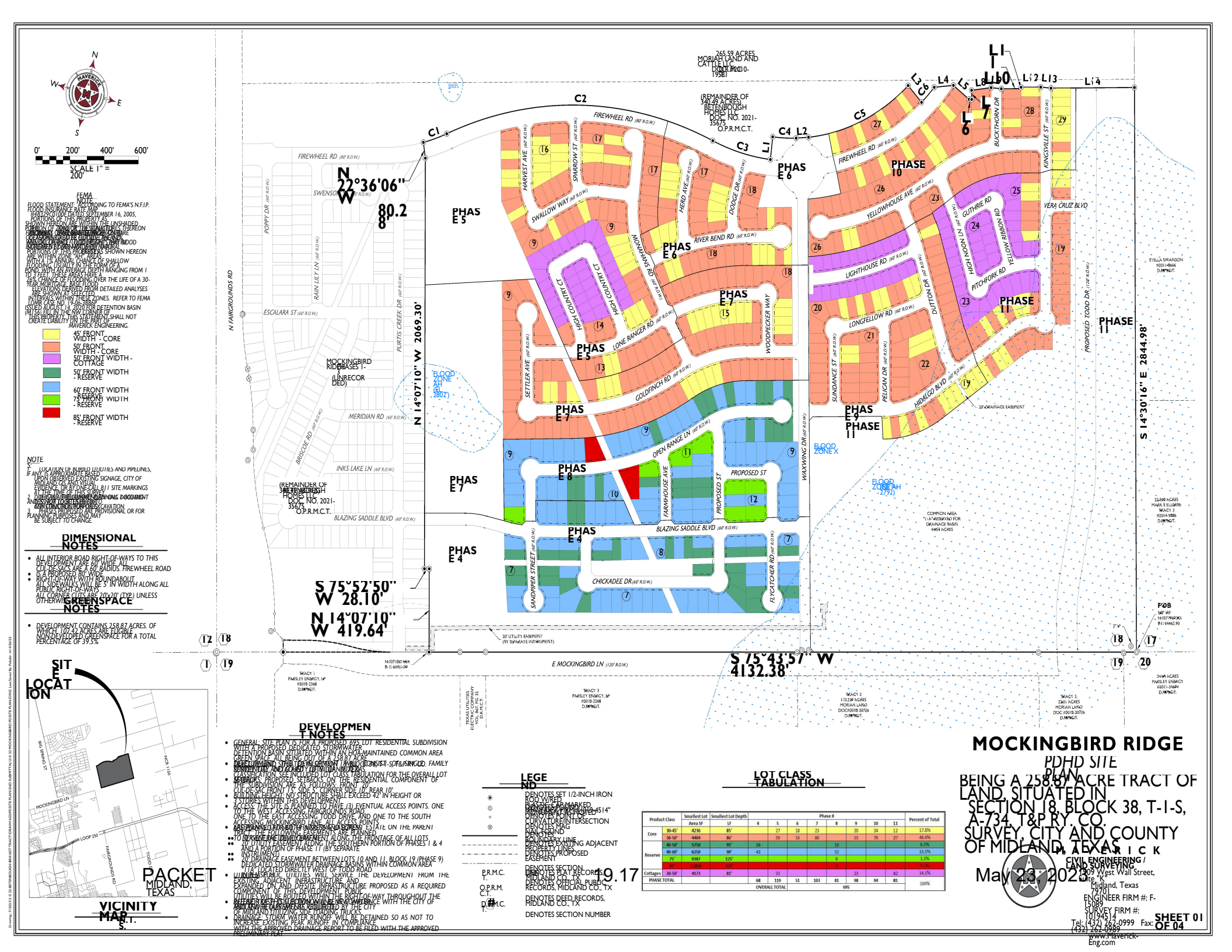
THENCE *S.14°30'16"E., ALONG THE COMMON LINE OF SAID SECTIONS 17 AND 18, AT 1623.59 FEET PASSING A ONE HALF INCH IRON ROD FOR THE NORTHWEST CORNER OF A CALLED 22.368 ACRE TRACT IN DOCUMENT NUMBER2014-5886 OF SAID OFFICIAL PUBLIC RECORDS, BEARING S.75°32'01"W., 15.87 FEET, AT 2815.90 FEET PASSING SAID 6 INCH STEEL FENCE POST BEARING S.75°29'44"W., 33.47 FEET, IN ALL 2844.98 FEET TO THE* ***POINT OF BEGINNING****, CONTAINING 258.87 ACRES OF LAND.*

BASIS OF BEARING, DISTANCE, COORDINATES AND AREA ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, NORTH AMERICAN DATUM OF 1983, U.S. SURVEY FOOT, HAVING A CONVERGENCE ANGLE (theta) OF -0°53'04.89" AND A COMBINED SCALE FACTOR OF 0.999925027 AT THE POINT OF BEGINNING.



MARCH 20, 2023

Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM – No. 10194514)


N
W
E
S
0' 200' 400' 600'
SCALE 1" = 200'
FEMA NOTE:
FLOOD STATEMENT: ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0100E DATED SEPTEMBER 16, 2005, PORTION OF THIS PROPERTY SHOWN HEREON ARE WITHIN THE UNSHADED ZONE "X" AREA, DEFINED AS AREAS OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. PORTIONS OF THIS PROPERTY SHOWN HEREON ARE WITHIN ZONE "AH" AREA, WITH A 1% ANNUAL CHANCE OF SHALLOW FLOODING, USUALLY IN THE FORM OF A POND, WITH AN AVERAGE DEPTH RANGING FROM 1 TO 3 FEET. THESE AREAS HAVE A 26% CHANCE OF FLOODING OVER THE LIFE OF A 30-YEAR MORTGAGE. BASE FLOOD ELEVATIONS DERIVED FROM DETAILED ANALYSES ARE SHOWN AT SELECTED INTERVALS WITHIN THESE ZONES. REFER TO FEMA FLOOD MAP NO. 48329C0100E. ISSUED AUGUST 14, 2018. FOR DETENTION BASIN (M156) FILL IN THE NW CORNER OF THIS PROPERTY, THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF MAVERICK ENGINEERING.
45' FRONT WIDTH - CORE
50' FRONT WIDTH - CORE
50' FRONT WIDTH - COTTAGE
50' FRONT WIDTH - RESERVE
60' FRONT WIDTH - RESERVE
75' FRONT WIDTH - RESERVE
85' FRONT WIDTH - RESERVE
NOTE
1. LOCATION OF BURIED UTILITIES AND PIPELINES, IF ANY, SHOWN HEREON ARE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE OF 811 SITE MARKINGS AT THE TIME OF THIS SURVEY.
2. DIRECTIONS AND DISTANCES SHOWN HEREON ARE GRID AND DO NOT REFLECT SURFACE ADJUSTMENT FACTOR.
3. ALL LOTS PROPOSED ARE PROVISIONAL OR FOR PLANNING PURPOSES AND MAY BE SUBJECT TO CHANGE.
DIMENSIONAL NOTES
ALL INTERIOR ROAD RIGHT-OF-WAYS TO THIS DEVELOPMENT ARE 60' WIDE, ALL CUL-DE-SACS ARE A 60' RADIUS. FIREWHEEL ROAD IS A PROPOSED 80' WIDE.
RIGHT-OF-WAY WITH ROUNDABOUT.
ALL SIDEWALKS WILL BE 5' IN WIDTH ALONG ALL PUBLIC RIGHT-OF-WAYS.
ALL CORNER CLIPS ARE 20'x20' (TYP.) UNLESS OTHERWISE NOTED.
GREENSPACE NOTES
DEVELOPMENT CONTAINS 258.87 ACRES. OF WHICH 100.42 ACRES ARE ELIGIBLE NON-DEVELOPED GREENSPACE FOR A TOTAL PERCENTAGE OF 39.5%
SITE LOCATION
VICINITY MAP
N.T.S.
DEVELOPMENT NOTES
GENERAL: SITE PLAN IS FOR A PROPOSED 495 LOT RESIDENTIAL SUBDIVISION WITH A PROPOSED DEDICATED STORMWATER DETENTION BASIN SITUATED WITHIN AN HOA-MAINTAINED COMMON AREA GREEN SPACE LOT BEING OUT OF A 258.87 ACRE DEVELOPMENT SITE. DEVELOPMENT WILL CONSIST OF A SINGLE FAMILY RESIDENTIAL AND AMENITY CENTER (MINIMUM).
CLASSIFICATION: SEE ATTACHED CLASSIFICATION FOR THE OVERALL LOT CATEGORIES.
SETBACKS: PROPOSED SETBACKS ON THE RESIDENTIAL COMPONENT OF THE SUBDIVISION ARE AS FOLLOWS: FRONT 20', CUL-DE-SAC FRONT 15', SIDE 5', CORNER SIDE 10', REAR 10'.
BUILDING HEIGHT: NO STRUCTURE SHALL EXCEED 42' IN HEIGHT OR 3 STORIES WITHIN THIS DEVELOPMENT.
ACCESS: THIS DEVELOPMENT HAS (3) EVENTUAL ACCESS POINTS. ONE TO THE WEST ACCESSING FAIRGROUNDS ROAD, ONE TO THE EAST ACCESSING TODD DRIVE, AND ONE TO THE SOUTH ACCESSING MOCKINGBIRD LANE. ALL ACCESS POINTS TO BE DETERMINED BY THE FINAL PLAT.
LANDSCAPING: LANDSCAPING AND SCREENING ESTATE ON THE PARENT TRACT. THE FOLLOWING ELEMENTS ARE PLANNED:
10' LANDSCAPE EASEMENT ALONG THE FRONTAGE OF ALL LOTS.
20' UTILITY EASEMENT ALONG THE SOUTHERN PORTION OF PHASES I & 4 AND A PORTION OF PHASE 11 (BY SEPARATE INSTRUMENT).
20' DRAINAGE EASEMENT BETWEEN LOTS 10 AND 11, BLOCK 19 (PHASE 9).
DETENTION: DEDICATED STORMWATER DRAINAGE BASINS WITHIN COMMON AREA LOTS, LOCATED DIRECTLY WEST OF TODD ROAD.
UTILITIES: PUBLIC UTILITIES WILL SERVICE THE DEVELOPMENT FROM THE EXISTING ADJACENT INFRASTRUCTURE AND EXPANDED ON AND OFFSITE INFRASTRUCTURE PROPOSED AS A REQUIRED COMPONENT OF THIS DEVELOPMENT. PUBLIC UTILITIES WILL BE ROUTED WITHIN THE RIGHT-OF-WAY THROUGHOUT THE DEVELOPMENT AND ALL LOTS WILL BE SERVICED IN COMPLIANCE WITH THE CITY OF MIDLAND STANDARDS REQUIRED BY THE CITY OF MIDLAND UTILITIES SIDE (PUBLIC).
DRAINAGE: STORM WATER RUNOFF WILL BE DETAINED SO AS NOT TO INCREASE EXISTING RUNOFF IN COMPLIANCE WITH THE APPROVED DRAINAGE REPORT TO BE FILED WITH THE APPROVED PRELIMINARY PLAT.
LEGEND
DENOTES SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "MAVERICK ENG" UNLESS NOTED
DENOTES FOUND 1/2-INCH IRON ROD UNLESS NOTED
DENOTES POINT OF CURVATURE/INTERSECTION
DENOTES MAG NAIL FOUND
DENOTES BOUNDARY LINE
DENOTES EXISTING ADJACENT PROPERTY LINES
DENOTES PROPOSED EASEMENT
DENOTES SECTION
DENOTES PLAT RECORDS, MIDLAND CO., TX
DENOTES OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
DENOTES DEED RECORDS, MIDLAND CO., TX
DENOTES SECTION NUMBER
P.R.M.C.T.
O.P.R.M.C.T.
D.R.M.C.T.
LOT CLASS TABULATION
Product Class | Smallest Lot Area SF | Smallest Lot Depth LF | Phase # 4 5 6 7 8 9 10 11 | Percent of Total
Core 30-45' 4236 85' 27 18 23 20 24 12 17.8%
30-50' 4404 86' 59 33 80 55 70 27 46.6%
Reserve 40-50' 5750 95' 26 19 6.5%
40-60' 6250 90' 42 52 13.5%
75' 9387 125' 8 1.2%
85' 8418 85' 2 0.5%
Cottages 30-50' 4173 81' 33 23 42 14.1%
PHASE TOTAL 68 119 51 103 81 98 94 81 100%
OVERALL TOTAL 695
MOCKINGBIRD RIDGE
PDHD SITE PLAN
BEING A 258.87 ACRE TRACT OF LAND, SITUATED IN SECTION 18, BLOCK 38, T-1-S, A-734 T&P RY. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS
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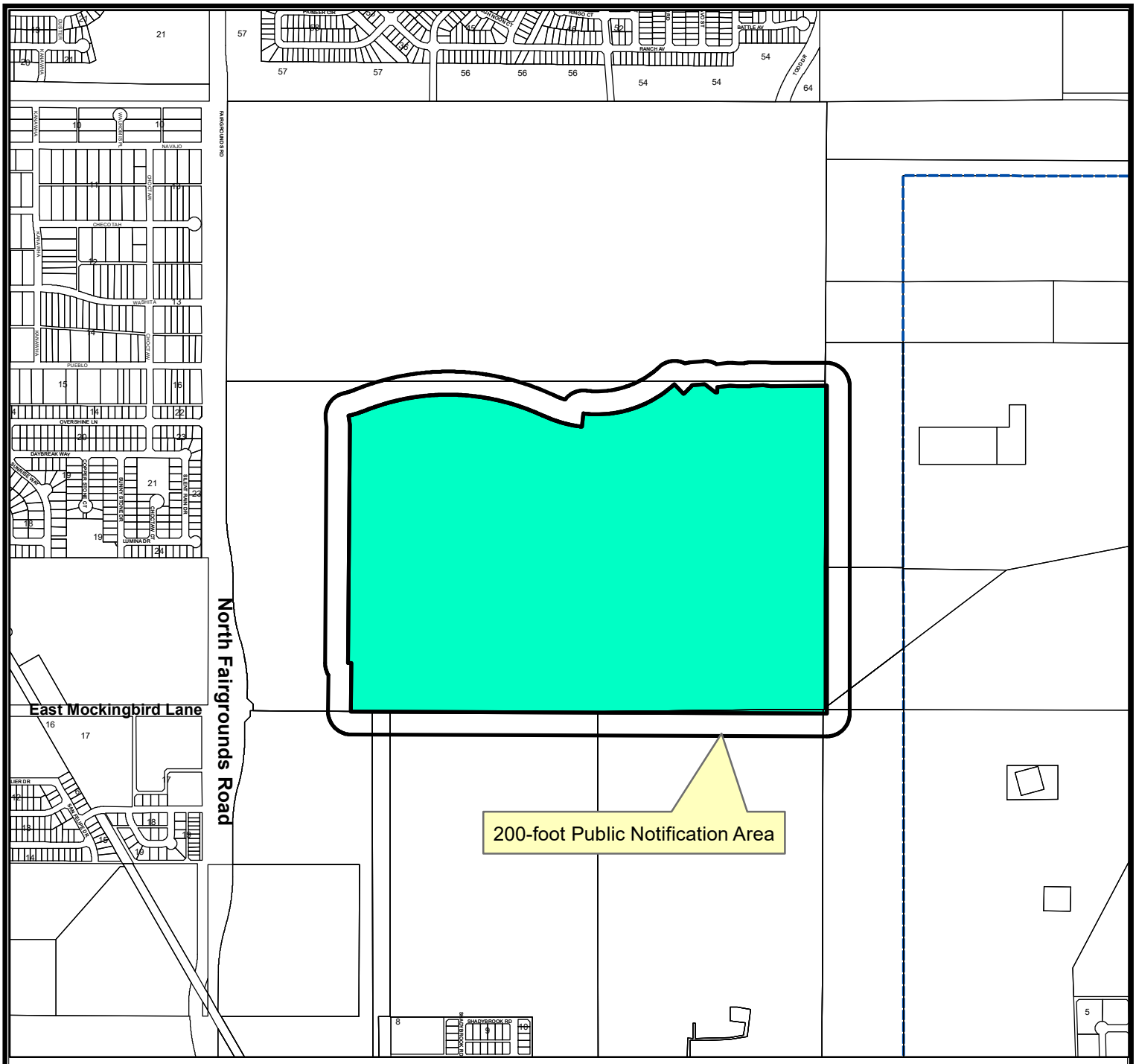
SHEET 01 OF 04



LOCATION MAP

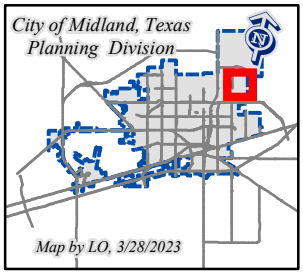
Z-23-0326 **Scale: 1" = 14,899'**

Consider a request by Betenbough Homes for a zone change from, PD, Planned Development District for Housing Development to PD, Planned Development District for Housing Development out of a 258.87-acre tract of land, in Section 18, Block 38, T-I-S, A-734, T&P RY. CO. Survey, City and County of Midland, Texas.

Generally located on the northeast corner of the intersection of North Fairgrounds and East Mockingbird Road. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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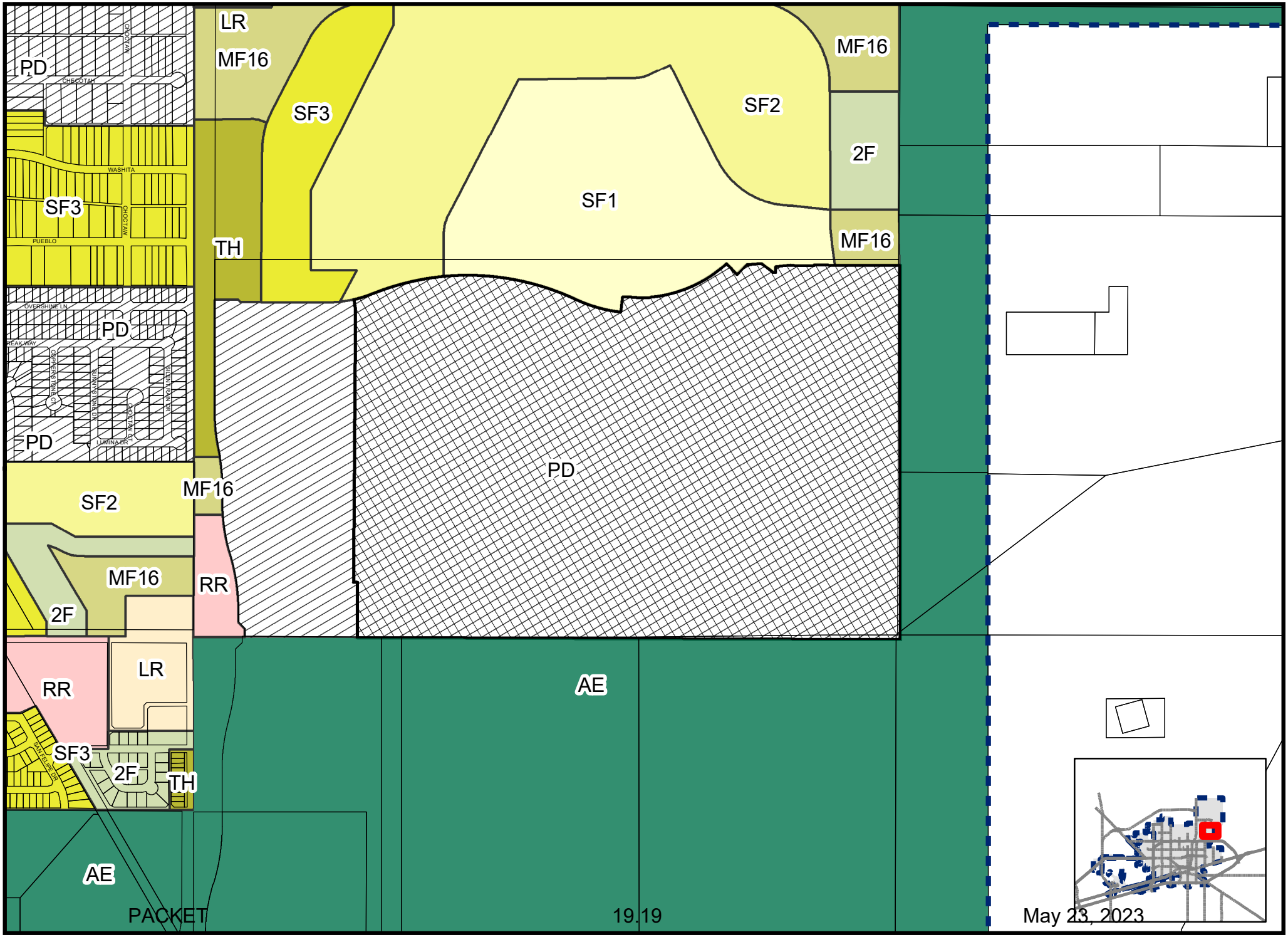
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By LO, 3/30/2023

Z-23-0326

Scale: 1" = 10,978'

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.




PRIVATE
PROPERTY


WARN



ORDINANCE NO. 10344

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 317.56-ACRE TRACT OF LAND OUT OF SECTION 18, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT, IN PART, SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART, TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT, IN PART, 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT, IN PART, MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, AND RR, REGIONAL RETAIL DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH FAIRGROUNDS AND EAST MOCKINGBIRD 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 317.56-acre tract of land out of Section 18, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property"), to PD, Planned Development District for a Housing Development and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from SF-1, Single-Family Dwelling District, in part,

SF-2, Single-Family Dwelling District, in part, SF-3, Single-Family Dwelling District, in part, TH, Townhouse (Attached) Dwelling District, in part, 2F, Two-Family Dwelling (Duplex) District, in part, MF-16, Multiple-Family Dwelling District, in part, and RR, Regional Retail District, in part to PD, Planned Development District for a Housing Development.

SECTION TWO. That the base zoning districts to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, are as follows:

A. For the portions of the Property identified as "COMMERCIAL TRACT" in Exhibit "B", which is attached hereto and incorporated herein for all purposes, LR, Local Retail District;

B. For the portions of the Property identified as "45' FRONT WIDTH - CORE", "50' FRONT WIDTH - CORE", "50' FRONT WIDTH - COTTAGE", "50' FRONT WIDTH - RESERVE", "60' FRONT WIDTH - RESERVE", "75' FRONT WIDTH - RESERVE" and "80' FRONT WIDTH - RESERVE" in Exhibit "B", SF-3, Single-Family Dwelling District; and

C. For the portions of the Property identified as "30' FRONT WIDTH - TOWNHOME" in Exhibit "B", TH, Townhouse (Attached) Dwelling District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "B" and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit "B".

B. That each lot identified as "50' FRONT WIDTH - COTTAGE" in Exhibit "B" shall have:

1. A minimum lot width of 50 feet;
2. A minimum lot depth of 77 feet; and
3. A minimum lot area of 4,200 square feet.

C. That each lot identified as "45' FRONT WIDTH - CORE" in Exhibit "B" shall have a minimum lot width of 45 feet.

D. That each lot identified as "30' FRONT WIDTH - TOWNHOME" in Exhibit "B" shall be allowed to have a one-car garage; provided, however, that each lot shall have two additional off-street parking spaces.

E. That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

F. That all signage shall conform to the regulations set forth in Title XI, Chapter 7a of the City Code.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 11th day of October, A.D., 2022; and passed to second reading

on motion of Council member Ladd, seconded by Council member Poole, by the following vote:

Council members voting "AYE": Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Poole, seconded by Council member Dufford, on the 25th day of October, A.D., 2022, at a regular meeting of the City Council:

Council members voting "AYE": Corrales, Poole, Blong, Payton, Dufford, Norman

Council members voting "NAY": None

PASSED AND APPROVED THIS 25th day of October, A.D., 2022.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services



APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"

STATE OF TEXAS §
COUNTY OF MIDLAND §

SECTION 18, BLOCK 38, TOWNSHIP 1 SOUTH,
TEXAS and PACIFIC RAILWAY COMPANY SURVEY
MIDLAND COUNTY, TEXAS.

FIELD NOTE DESCRIPTION OF A 317.56 ACRE TRACT OF LAND, SITUATED IN SECTION 18, BLOCK 38, TOWNSHIP 1 SOUTH, ABSTRACT NUMBER 734, GLO FILE NUMBER 66103, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 340.49 TRACT DESCRIBED IN DOCUMENT NUMBER 2021-35675 OF THE OFFICIAL PUBLIC RECORDS OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT N.(Y):10719693.07, E.(X):1764462.90, A FIVE EIGHTHS INCH IRON ROD FOUND IN THE NORTH LINE OF SECTION 20, SAME BLOCK, FOR THE SOUTH COMMON CORNER OF SECTION 17, SAME BLOCK AND SAID SECTION 18, FROM WHICH A SIX INCH STEEL FENCE POST CALLED THE NORTHWEST CORNER OF A CALLED 244.4 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2017-34694, OF SAID OFFICIAL PUBLIC RECORDS, BEARS N.63°31'14"W., 44.34 FEET, AND A 2 INCH IRON PIPE CALLED THE SOUTHWEST CORNER OF A CALLED 316.39 ACRE TRACT IN DOCUMENT NUMBER 2011-8666 OF SAID OFFICIAL PUBLIC RECORDS BEARS N.82°07'34"W., 36.64 FEET, AND BEING THE SOUTHEAST CORNER HEREOF;

THENCE S.75°43'57"W., ALONG THE LINE COMMON TO SAID SECTIONS 20 AND 18, AT 75.80 FEET PASSING NEAR A ONE HALF INCH IRON ROD AT OR NEAR THE NORTH COMMON CORNER OF SAID SECTION 20 AND SECTION 19, SAME BLOCK, CONTINUING ALONG SAID COMMON LINE, AT 572.95 FEET PASSING NEAR A ONE HALF INCH IRON ROD AT THE NORTH COMMON CORNER OF TRACTS 2 AND 3 AS DESCRIBED IN DOCUMENT NUMBER 2018-20726, OF SAID OFFICIAL PUBLIC RECORDS, AT 1981.61 FEET PASSING A ONE HALF INCH IRON ROD AT THE NORTH COMMON CORNER OF SAID TRACT 2 AND A CALLED "TRACT 3" IN DOCUMENT NUMBER 2018-2268, OF SAID OFFICIAL PUBLIC RECORDS, AT 3801.97 FEET PASSING A COPPERWELD ROD WITH CAP AT THE NORTHWEST CORNER OF SAID TRACT 3, BEING THE NORTHEAST CORNER OF A TRACT CALLED 12.3 ACRES IN VOLUME 867 ON PAGE 35 OF THE DEED RECORDS OF SAID MIDLAND COUNTY, AT 3951.98 FEET PASSING A COPPERWELD ROD WITH CAP AT THE NORTHWEST CORNER OF SAID CALLED 12.3 ACRE TRACT, BEING THE NORTHEAST CORNER OF A CALLED TRACT 1, IN SAID DOCUMENT NUMBER 2018-2268, IN ALL 4984.62 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM#10194514" (RPC) SET AT THE SOUTHEAST CORNER OF A CALLED 22.96 ACRE TRACT, DESCRIBED IN DOCUMENT NUMBER 2019-3532 OF SAID OFFICIAL PUBLIC RECORDS, FROM WHICH A ONE HALF INCH IRON ROD WITH A GREEN PLASTIC CAP MARKED "ASB 5689" BEARS S.75°43'57"W., 388.28 FEET AND A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "PSC RPLS 6453" BEARS S.75°08'25"W., 392.12, FOR THE SOUTHWEST CORNER HEREOF;

THENCE THE FOLLOWING NINE COURSES AND DISTANCES ALONG THE EAST LINE OF SAID CALLED 22.96 ACRE TRACT FOR THE WEST LINE HEREOF;

1. N.14°23'29"W., 60.57 FEET TO A POINT;
2. N.58°53'33"W., 71.33 FEET TO A POINT;
3. N.14°23'29"W., 82.07 FEET TO THE POINT OF CURVATURE FOR A CURVE TO THE LEFT;
4. ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1490.00 FEET WITH A CHORD BEARING AND DISTANCE OF N.22°49'41"W., 436.87 FEET, AN ARC DISTANCE OF 438.35 FEET TO THE POINT OF REVERSE CURVATURE;
5. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1360.00 FEET WITH A CHORD BEARING AND DISTANCE OF N.22°49'41"W., 398.75 FEET, AN ARC DISTANCE OF 400.19 FEET TO A MAG NAIL FOUND THE POINT OF TANGENCY;
6. N.14°23'53"W., 99.99 FEET TO A MAG NAIL FOUND AT THE POINT OF CURVATURE FOR A CURVE TO THE LEFT;
7. ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET WITH A CHORD BEARING AND DISTANCE OF N.20°18'24"W., 308.82 FEET, AN ARC DISTANCE OF 309.37 FEET TO A MAG NAIL FOUND AT THE POINT OF REVERSE CURVATURE;
8. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1350.00 FEET WITH A CHORD BEARING AND DISTANCE OF N.20°18'24"W., 277.95 FEET, AN ARC DISTANCE OF 278.44 FEET TO A MAG NAIL FOUND THE POINT OF TANGENCY;
9. N.14°24'01" W., 859.28 FEET TO AN "RPC" SET IN SAID EAST LINE FOR THE NORTHWEST CORNER HEREOF;

THENCE N.75°43'57"E., 95.07 FEET TO AN "RPC" SET FOR AN EXTERIOR CORNER HEREOF;

THENCE N.74°47'34"E., 79.96 FEET TO AN "RPC" SET FOR AN EXTERIOR CORNER HEREOF;

THENCE S.59°20'03"E., 28.32 FEET TO AN "RPC" SET FOR AN INTERIOR CORNER HEREOF;

THENCE N.75°43'57"E., 651.20 FEET TO AN "RPC" SET AT THE POINT OF CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 920.00 FEET AND A CHORD BEARING AND DISTANCE OF N.64°37'59"E., 354.21 FEET;

THENCE ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 356.44 FEET TO AN "RPC" SET AT THE POINT OF REVERSE CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 1950.00 FEET AND A CHORD BEARING AND DISTANCE OF N.77°01'32"E., 1554.60 FEET;

THENCE ALONG THE ARC OF SAID CURVE, BEING CONVEX TO THIS TRACT, 1599.03 FEET TO AN "RPC" SET AT THE POINT OF REVERSE CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 1110.00 FEET AND A CHORD BEARING AND DISTANCE OF S.88°33'08"E., 349.94 FEET;

THENCE ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 351.41 FEET TO AN "RPC" SET AT A POINT OF INTERSECTION LEFT;

THENCE N.07°37'18"W., 115.00 FEET TO A POINT OF INTERSECTION AT THE POINT OF CURVATURE ON A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 995.00 FEET AND A CHORD BEARING AND DISTANCE OF N.78°25'37"E., 137.13 FEET;

THENCE ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 137.24 FEET TO AN "RPC" SET AT THE POINT OF TANGENCY;

THENCE N.72°23'25"E., 72.42 FEET TO AN "RPC" SET AT THE POINT OF CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 995.00 FEET AND A CHORD BEARING AND DISTANCE OF N.51°36'34"E., 637.86 FEET;

THENCE ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 649.32 FEET TO AN "RPC" SET AT A POINT OF INTERSECTION RIGHT;

THENCE S.57°05'08"E., 115 FEET TO A POINT OF INTERSECTION AT THE POINT OF CURVATURE ON A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 1110.00 FEET AND A CHORD BEARING AND DISTANCE OF N.30°10'44"E., 105.95 FEET;

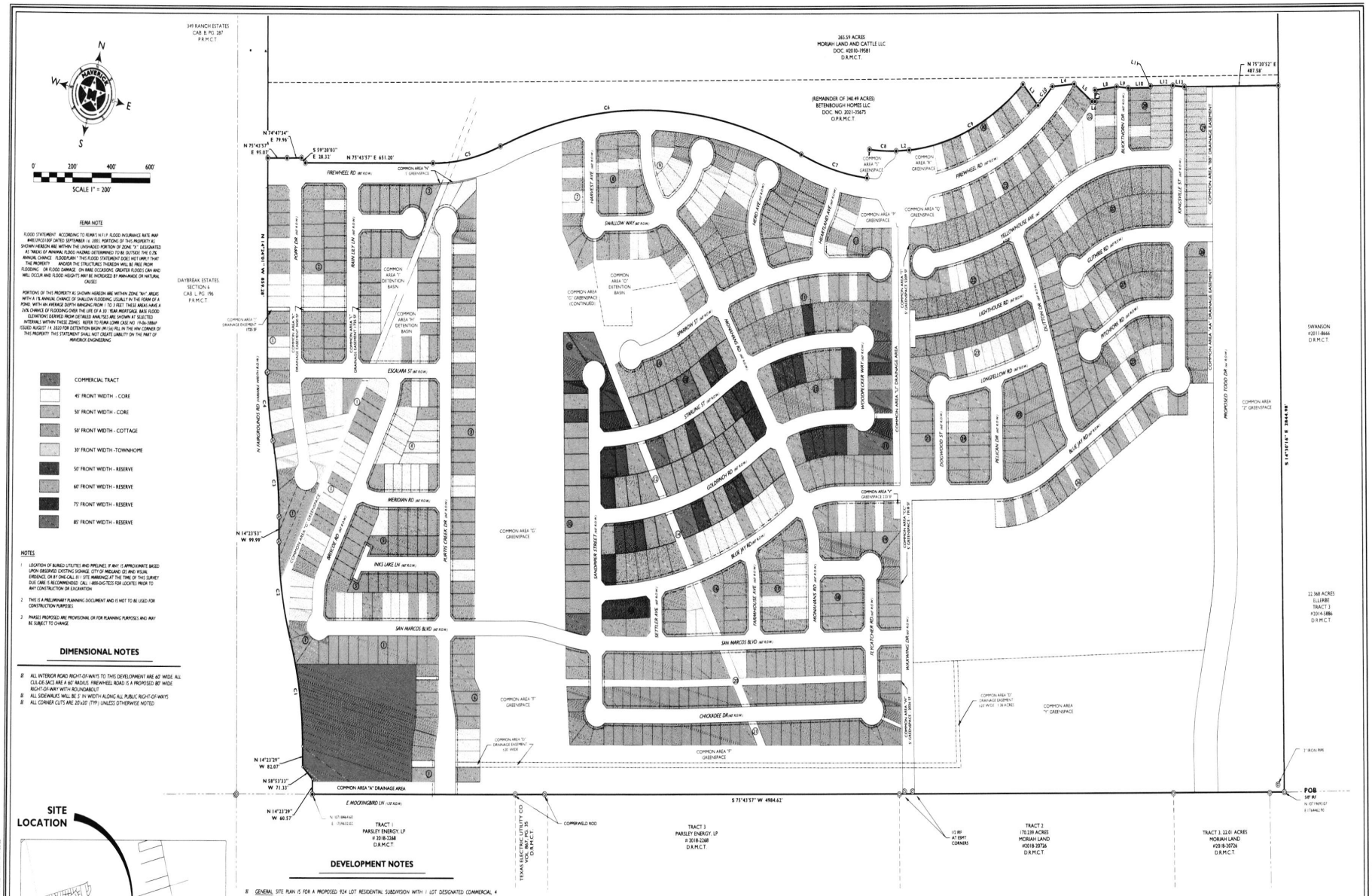
THENCE ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 105.99 FEET TO AN "RPC" SET AT A POINT OF INTERSECTION RIGHT, FOR AN EXTERIOR CORNER HEREOF;

THENCE THE FOLLOWING 11 COURSES AND DISTANCES, ALL TO AN "RPC" FOR ANGLE POINTS IN THE BOUNDARY HEREOF;

1. N.70°45'27"E., 112.51 FEET;
2. S.66°30'04"E., 115.00 FEET;
3. N.77°16'15"E., 15.51 FEET;
4. N.14°39'08"W., 46.14 FEET;
5. N.69°08'15"E., 114.62 FEET;
6. N.81°18'37"E., 60.27 FEET;
7. N.75°20'52"E., 115.00 FEET;
8. N.14°25'02"W., 7.06 FEET;
9. N.75°20'52"E., 115.00 FEET;
10. N.80°51'01"E., 60.26 FEET;
11. N.75°20'52"E., 487.58 FEET TO AN "RPC" SET ON THE WEST LINE OF A CALLED 632.79 ACRE TRACT, DESCRIBED IN DOCUMENT NUMBER 2011-8666 OF SAID DEED RECORDS, ON THE LINE COMMON TO SAID SECTIONS 17 AND 18, FOR THE NORTHWEST CORNER HEREOF;

THENCE S.14°30'16"E., ALONG THE COMMON LINE OF SAID SECTIONS 17 AND 18, AT 1623.59 FEET PASSING A ONE HALF INCH IRON ROD FOR THE NORTHWEST CORNER OF A CALLED 22.368 ACRE TRACT IN DOCUMENT NUMBER2014-5886 OF SAID OFFICIAL PUBLIC RECORDS, BEARING S.75°32'01"W., 15.87 FEET, AT 2815.90 FEET PASSING SAID 6 INCH STEEL FENCE POST BEARING S.75°29'44"W., 33.47 FEET, IN ALL 2844.98 FEET TO THE **POINT OF BEGINNING**, CONTAINING 317.56 ACRES OF LAND.

BASIS OF BEARING, DISTANCE, COORDINATES AND AREA ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, NORTH AMERICAN DATUM OF 1983, U.S. SURVEY FOOT, HAVING A CONVERGENCE ANGLE (theta) OF -0°53'04.89" AND A COMBINED SCALE FACTOR OF 0.999925027 AT THE POINT OF BEGINNING.



0' 200' 400' 600'

SCALE 1" = 200'

FEMA NOTE

FLOOD STATEMENT: ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0150F DATED SEPTEMBER 26 2008, PORTIONS OF THIS PROPERTY AS SHOWN HEREON ARE WITHIN THE UNSHADED PORTION OF ZONE "X" DESIGNATED AS "AREAS OF MINIMAL FLOOD HAZARD DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN." THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES.

PORTIONS OF THIS PROPERTY AS SHOWN HEREON ARE WITHIN ZONE "AH" AREAS WITH A 1% ANNUAL CHANCE OF SHALLOW FLOODING, USUALLY IN THE FORM OF A POND, WITH AN AVERAGE DEPTH RANGING FROM 1 TO 3 FEET. THESE AREAS HAVE A 26% CHANCE OF FLOODING OVER THE LIFE OF A 30 YEAR MORTGAGE. BASE FLOOD ELEVATIONS DERIVED FROM DETAILED ANALYSES ARE SHOWN AT SELECTED INTERVALS WITHIN THESE ZONES. REFER TO FEMA LOMR CASE NO. 19-06-2886P ISSUED AUGUST 14, 2020 FOR DETENTION BASIN (#F16) FILL IN THE NW CORNER OF THIS PROPERTY. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF MAVERICK ENGINEERING.

- COMMERCIAL TRACT
- 45' FRONT WIDTH - CORE
- 50' FRONT WIDTH - CORE
- 50' FRONT WIDTH - COTTAGE
- 30' FRONT WIDTH -TOWNHOME
- 50' FRONT WIDTH - RESERVE
- 60' FRONT WIDTH - RESERVE
- 75' FRONT WIDTH - RESERVE
- 85' FRONT WIDTH - RESERVE

NOTES

1. 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 #'S. SITE MARKINGS AT THE TIME OF THIS SURVEY DUE CARE IS RECOMMENDED. CALL 1-800-DIGTESS FOR LOCATES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.
2. THIS IS A PRELIMINARY PLANNING DOCUMENT AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
3. PHASES PROPOSED ARE PROVISIONAL OR FOR PLANNING PURPOSES AND MAY BE SUBJECT TO CHANGE.

DIMENSIONAL NOTES

- ALL INTERIOR ROAD RIGHT-OF-WAYS TO THIS DEVELOPMENT ARE 60' WIDE. ALL CUL-DE-SACS ARE A 60' RADIUS. FIREWHEEL ROAD IS A PROPOSED 80' WIDE RIGHT-OF-WAY WITH ROUNDABOUT.
- ALL SIDEWALKS WILL BE 5' IN WIDTH ALONG ALL PUBLIC RIGHT-OF-WAYS.
- ALL CORNER CUTS ARE 20'x20' (TYP.) UNLESS OTHERWISE NOTED.

SITE LOCATION



VICINITY MAP

N.T.S.

DEVELOPMENT NOTES

- GENERAL SITE PLAN IS FOR A PROPOSED 924 LOT RESIDENTIAL SUBDIVISION WITH 1 LOT DESIGNATED COMMERCIAL, 4 PROPOSED DEDICATED STORMWATER DETENTION BASINS SITUATED WITHIN A NETWORK OF HOA-MAINTAINED COMMON AREA GREEN SPACES. ALL BEING OUT OF A 317.56 ACRE TRACT OF LAND SITUATED IN SECTION 18, BLOCK 38, T-1-S, T&P RY. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS. THE PROPOSED DEVELOPMENT AREA CURRENTLY SHOWS OVERLYING ZONES OF MF-6, TH, SF2, SF1, AND AR.
- DEVELOPMENT: THE DEVELOPMENT WILL CONSIST OF PRIMARILY SINGLE FAMILY RESIDENTIAL DETACHED LOTS OF MIXED CLASSIFICATION. SINGLE FAMILY ATTACHED TOWNHOMES, AND ONE COMMERCIAL LOT. SEE INCLUDED LOT CLASS TABULATION FOR THE OVERALL LOT MAKEUP.
- SETBACKS: PROPOSED SETBACKS ON THE RESIDENTIAL COMPONENT OF THE SUBDIVISION ARE AS FOLLOWS: FRONT 20', CUL-DE-SAC FRONT 15', SIDE 5', CORNER SIDE 10', REAR 10'. SETBACKS ON CALLED COMMERCIAL LOT WILL CONFORM TO THE RR REGIONAL RETAIL SETBACK REQUIREMENTS.
- BUILDING HEIGHT: NO STRUCTURE SHALL EXCEED 42' IN HEIGHT OR 3 STORIES WITHIN THIS DEVELOPMENT.
- ACCESS: THE SITE IS PLANNED TO HAVE (4) EVENTUAL ACCESS POINTS. TWO TO THE NORTH ACCESSING FAIRGROUNDS ROAD AND TODD DRIVE, AND TWO TO THE SOUTH ACCESSING MOCKINGBIRD LANE. ALL ACCESS POINTS ARE PLANNED FOR BOTH INGRESS AND EGRESS.
- EASEMENTS: OUTSIDE OF EXISTING EASEMENT ESTATE ON THE PARENT TRACT, THE FOLLOWING EASEMENTS ARE PLANNED TO SERVICE THE DEVELOPMENT:
  - 10' GENERAL UTILITY EASEMENT ALONG THE FRONTAGE OF ALL LOTS.
  - DEDICATED STORMWATER DRAINAGE BASINS WITHIN COMMON AREAS I, H, Y, & G.
  - DEDICATED DRAINAGE CONVEYANCE EASEMENTS VIA COMMON AREAS D, J, K, & L.
- UTILITIES: PUBLIC UTILITIES WILL SERVICE THE DEVELOPMENT FROM THE EXISTING ADJACENT INFRASTRUCTURE AND EXPANDED ON AND OFFSITE INFRASTRUCTURE PROPOSED AS A REQUIRED COMPONENT OF THIS DEVELOPMENT. PUBLIC UTILITIES WILL BE ROUTED WITHIN THE RIGHT-OF-WAY THROUGHOUT THE INTERIOR OF THIS SUBDIVISION AND NEW WATER AND SEWER TAPS WILL BE REQUIRED.
- REFUSE: TRASH COLLECTION WILL BE IN COMPLIANCE WITH THE CITY OF MIDLAND REQUIREMENTS. COLLECTED BY THE CITY OF MIDLAND UTILIZING SIDE LOADING TRUCKS.
- DRAINAGE: STORM WATER RUNOFF WILL BE DETAINED SO AS NOT TO INCREASE EXISTING PEAK RUNOFF IN COMPLIANCE WITH THE APPROVED DRAINAGE REPORT TO BE FILED WITH THE APPROVED PRELIMINARY PLAT.

LEGEND

- DENOTES SET 1/2-INCH IRON ROD WIRED PLASTIC CAP MARKED "MAVERICK FIRM #10194514"
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES POINT OF CURVATURE/INTERSECTION
- DENOTES MAG NAIL FOUND
- DENOTES BOUNDARY LINE
- DENOTES EXISTING ADJACENT PROPERTY LINES
- DENOTES EASEMENT LINE
- DENOTES SECTION LINE
- P.R.M.C.T. DENOTES PLAT RECORDS, MIDLAND CO., TX
- O.P.R.M.C.T. DENOTES OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
- D.R.M.C.T. DENOTES DEED RECORDS, MIDLAND CO., TX
- (#) DENOTES SECTION NUMBER

LOT CLASS TABULATION

Product Class		Phases									Percent of Total
		1	2	3	4	5	6	7	8	9	
Core	45'	49	17		15	23	30		31	19	19.9%
	50'	89	22		43	80	82		115	63	54.4%
Reserve	50'			14				12			4.3%
	60'			44		2		21			7.3%
	75'			5		3		1			1.0%
	85'			6				4			1.1%
Cottages						62			23		9.2%
Townhome 30' Lots			14							26	2.8%
PHASE TOTAL		138	53	69	58	179	112	38	169	108	100%
OVERALL TOTAL		924									

MOCKINGBIRD RIDGE

PDHD SITE PLAN

BEING A 317.56 ACRE TRACT OF LAND, SITUATED IN SECTION 18, BLOCK 38, T-1-S, A-734, T&P RY. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
TBPE FIRM #: F-14635
TBPLS FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

SHEET 1 OF 5

PACKET 19 32
May 23, 2023

EXHIBIT "B"

APPROVED

10344

City Council Meeting

Item Number: 20

Meeting Date: October 11, 2022

To: City Council / City Manager

From: Landon Ochoa, Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 317.56-ACRE TRACT OF LAND OUT OF SECTION 18, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT, IN PART, SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART, TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT, IN PART, 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT, IN PART, MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, AND RR, REGIONAL RETAIL DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH FAIRGROUNDS AND EAST MOCKINGBIRD 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 1) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Maverick Engineering, is requesting a zone change from SF-3, Single-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, SF-2, Single-Family Dwelling District, in part, MF-16, Multiple-Family Dwelling District, in part, SF-1, Single-Family Dwelling District, in part, 2F, Two-Family Dwelling (Duplex) District, in part, and RR, Regional Retail District, in part, to PD, Planned Development District for Housing Development to allow for the development of multi-use site including single family housing, townhomes, cottage housing, retail, and greenspace/detention.

Recommended City Council Action:

Approve

Fiscal Impact:

This project will not require any City funds.

Current Zoning:

SF-3, Single-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, SF-2, Single-Family Dwelling District, in part, MF-16, Multiple-Family Dwelling District, in part, SF-1, Single-Family Dwelling District, in part, 2F, Two-Family Dwelling (Duplex) District, in part, and RR, Regional Retail District, in part.

Surrounding Zoning and Land Use:

The property to the north is zoned SF-3, Single-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, SF-2, Single-Family Dwelling District, in part, MF-16, Multiple-Family Dwelling District, in part, SF-1, Single-Family Dwelling District, in part, 2F, Two-Family Dwelling (Duplex) District, in part, and LR, Local Retail District, in part. The property to east and south is zoned AE, Agricultural Estate District. The properties to the west are zoned SF-3 Single-Family-Dwelling District, in part, PD, Planned Development District for Housing Development, in part, SF-2, Single-Family Dwelling District, in part, 2F, Two-Family Dwelling (Duplex) District, MF-16, Multiple-Family Dwelling District, in part, LR, Local Retail District.

Analysis:

The applicant, Maverick Engineering, who is representing Betenbough, is requesting approval of a zone change for the development of a multi-use site, including a mix of residential, commercial, and greenspace uses. This proposed subdivision will have a total of nine hundred and twenty-four (924) residential lots, one approximately 6.235-acre local retail lot, and approximately 72.91 acres of greenspace/detention pond that is composed of parks, trails, common areas, and drainage ponds.

The current zoning is SF-3, Single-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, SF-2, Single-Family Dwelling District, in part, MF-16, Multiple-Family Dwelling District, in part, SF-1, Single-Family Dwelling District, in part, 2F, Two-Family Dwelling (Duplex) District, in part, and RR, Regional Retail District, in part, and the location of vacant lots. The proposed development will consist of a variety of uses but will predominantly be a residential development. The proposed residential districts include, SF, Single Family Dwelling District lots, and TH, Townhouse (Attached) Dwelling District lots. The applicant is also proposing to provide a local retail zoning area along the northeast corner of the intersection of E. Mockingbird Lane and N. Fairgrounds Road. Throughout the proposed development is a greenspace/detention that will be a new concept to Midlander's.

The applicant is proposing the development to be executed in nine (9) phases. The lots width will vary from either 45, 50, 60, 75, or 85 feet and the minimum depth would be 77 feet. The properties that fall in the minimum lot depth is less than 1%. Below is a chart with the lot class tabulation, representing them by phases and percentage by lot widths.

LOT CLASS TABULATION

Product Class		Phases									Percent of Total
		1	2	3	4	5	6	7	8	9	
Core	45'	49	17		15	23	30		31	19	19.9%
	50'	89	22		43	89	82		115	63	54.4%
Reserve	50'			14				12			4.3%
	60'			44		2		21			7.3%
	75'			5		3		1			1.0%
	85'			6				4			1.1%
Cottages						62			23		9.2%
Townhome 30' Lots			14							26	2.8%
PHASE TOTAL		138	53	69	58	179	112	38	169	108	100%
OVERALL TOTAL				924							

The site plan introduces a new housing prototype called Cottages. These homes will have an underlying zoning of SF-3, Single Family Dwelling District but with the following amendments.

1. A minimum lot Width shall be 50 feet;
2. A minimum lot Depth be 77 feet; and
3. A minimum lot Area shall be 4,200 square feet

The site plan also introduces a new housing prototype called Core, that split into two front widths. These homes will have an underlying zoning of SF-3, Single Family Dwelling District. However, the 45' Front Width Core will have an underlying zoning of SF-3, Single Family Dwelling District but with the following amendment.

1. A minimum lot Width shall be 45 feet.

Furthermore, the site plan also shows housing prototype called Townhomes. These homes will have an underlying zoning of TH, Townhouse Dwelling but with the following amendments.

1. A one-car garage, provided, that each lot shall have two additional off-street parking.

As mentioned before this development will consist of a variety of uses but will predominantly be a residential development. The proposed residential districts include:

- 687 - Core (SF-3, Single Family Dwelling District lots);
- 112 - Reserve (SF-3, Single Family Dwelling District lots);
- 26 – Townhomes (TH, Townhouse Dwelling District lots);
- 99 – Cottages (SF-3, Single Dwelling District lots);

The proposed density for each district is as followed:

- Core (SF-3): 4.56 units per acre
- Cottage (SF-3): 6.6 units per acre
- Townhouse (TH-Attached): 8.3 units per acre
- Reserve (SF-3): 3.9 units per acre

The appropriate setbacks and maximum height of future development must meet the regulations as described in Section 5.04 Residential Zoning District Dimensional Regulations chart. The proposed lots meet or exceed these requirements.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objection to zone change. [For the Applicant's information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

Code: (Approved)

Phase I, page1 -The Plugged and Abandoned well Stimson Burley #18 #2- API 329-31184 is identified being in the street. Phase 6 page 2 – the Stinson-Burley B #2 API 329-31044 is identified with a 135 ft radius as requested for a non-City permitted well. Phase I Page 3- the non-city permitted Stimson Burley #1M API 329-31751 has the required 135 ft. Phase 8, page 3 -the non-City permitted Stimson Burley B #3 API 32--31045 is identified on plat with the required 135 ft. radius and noted to be P&A well. No building permits are allowed in the 135 ft radius of existing well until it is P&A. In addition, the City permitted Endeavor operated Willow Lakes 19 #191 (located south of Mockingbird Lane) is identified with a 500 ft. radius that is located below Mockingbird Lane. The occupied residential/commercial building permits inside the 500 ft. radius will require a variance to the permitted well from the City Council. The variance request would need to be made thru the Building Official. Informational: Please note

if oil & gas wells are not identified or left off plat, this could prevent receiving city permits for structures.

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:

This request is not in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, "Future Land Use Map". However, the area is classified as Urban Residential-Low, in part, which calls for restrictive land use, emphasizing single-family detached development. The area is also classified as Urban Medium which calls for a mix of complementary uses, including single-family housings, multi-family housing, schools, mid-sized parks and churches, commercial and mixed use. The plan also calls for a parkway that would run through the property which is identified on the site plan.

The Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, "Development Policy Areas" labels this area as part of the "Current Development Area" which seeks to address the compatibility of uses, "specifically between different housing intensities," As shown in the proposed site plan, the applicant is planning to create a gradual transition from existing housing developments at the western edge of the property in question.

Principle 4 of Chapter 3 of the Tall City Tomorrow Plan seeks to increase the diversity of the housing stock in Midland specifically including the need of smaller lot homes. This proposal works in compliance since the development will be introducing a neighborhood with a mix of housing intensities to include smaller townhouse sized lots as well as larger single-family lots. Additionally, Principle 8 of the Chapter 3 requests that land use policies and regulations support the creation of more balanced neighborhoods, which include "a variety of housing options, access to open space, and contain activity centers such as parks…" The applicant is proposing to develop more specifically delineated park space and trails in the development which will help give the residents a diversity of recreation allowing for a more balance feel.

Principle 5 of Chapter 3 requests planning for community amenities such as parks and open space to support "community activity, personal interaction a sense of place, and ultimately a sense of ownership in the community." The applicant is proposing to include a park, greenspace, and trails all of which will contribute to creating a sense of place for new residents.

This request was recommended for approval at the August 15, 2022, Planning and Zoning Commission Meeting.

The base zoning districts to which the use and development of the Property shall conform, except as modified by conditions listed below, are as follows:

A. **That the portions of the Property identified as "Commercial" in Exhibit A, LR, Local Retail District;**

B. **That the portions of the Property identified as "Core" in Exhibit A, SF-3, Single-Family Dwelling District;**

C. **That the portions of the Property identified as "Cottages" in Exhibit A, SF-3, Single-Family Dwelling District;**

D. **That the portions of the Property identified as "Townhomes" in Exhibit A, TH, Townhouse Dwelling District;**

E. **That the portions of the Property identified as "Reserve" in Exhibit A, SF-3, Single-Family Dwelling District;**

If this Zone Change from SF-3, Single-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, SF-2, Single-Family Dwelling District, in part, MF-16, Multiple-Family Dwelling District, in part, SF-1, Single-Family Dwelling District, in part, 2F, Two-Family Dwelling (Duplex) District, in part, and RR, Regional Retail District, in part. to PD, Planned Development District for Housing Development, is approved, staff recommends that is should be subject to conditions A through F.

Conditions:

A. **That the Property shall significantly conform to the site plan attached hereto as Exhibit "A & B".**

B. **That each lot identified as Exhibit "A" as "Cottage" is subject to the following conditions and regulation:**

    1. **The minimum lot Width shall be 50 feet.**

    2. **The minimum lot Depth be 77 feet.**

    3. **The minimum lot Area shall be 4,200 square feet**

C. **That each lot identified as Exhibit "A" as "45' Front Width - Core" is subject to the following condition and regulation:**

    1. **The minimum lot Width shall be 45 feet.**

D. **That each lot identified as Exhibit "A" as "Townhomes" is subject to the following condition and regulation:**

    1. **A one-car garage and off-street parking for two vehicles.**

E. That the landscaping shown in Exhibit "A" shall be considered illustrative. The landscape shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

F. That the signs on the property shall conform to the regulations set in Title XI, Chapter 7a.

Letters of Objection:

Staff has not received any letters of objection as of September 29, 2022.

Attachments:

Application
Sit Plan (Exhibit A)
Metes and Bounds (Exhibit B)
Detail Site Plan 1
Detail Site Plan 2
Detail Site Plan 3
Open Space Concept
Entry Concept
Rendering of Cottage Homes
Maps

.

Morris William Jr.

City Manager's Office

EXHIBIT "A"

STATE OF TEXAS §
COUNTY OF MIDLAND §

SECTION 18, BLOCK 38, TOWNSHIP 1 SOUTH,
TEXAS and PACIFIC RAILWAY COMPANY SURVEY
MIDLAND COUNTY, TEXAS.

FIELD NOTE DESCRIPTION OF A 317.56 ACRE TRACT OF LAND, SITUATED IN SECTION 18, BLOCK 38, TOWNSHIP 1 SOUTH, ABSTRACT NUMBER 734, GLO FILE NUMBER 66103, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 340.49 TRACT DESCRIBED IN DOCUMENT NUMBER 2021-35675 OF THE OFFICIAL PUBLIC RECORDS OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT N.(Y):10719693.07, E.(X):1764462.90, A FIVE EIGHTHS INCH IRON ROD FOUND IN THE NORTH LINE OF SECTION 20, SAME BLOCK, FOR THE SOUTH COMMON CORNER OF SECTION 17, SAME BLOCK AND SAID SECTION 18, FROM WHICH A SIX INCH STEEL FENCE POST CALLED THE NORTHWEST CORNER OF A CALLED 244.4 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2017-34694, OF SAID OFFICIAL PUBLIC RECORDS, BEARS N.63°31'14"W., 44.34 FEET, AND A 2 INCH IRON PIPE CALLED THE SOUTHWEST CORNER OF A CALLED 316.39 ACRE TRACT IN DOCUMENT NUMBER 2011-8666 OF SAID OFFICIAL PUBLIC RECORDS BEARS N.82°07'34"W., 36.64 FEET, AND BEING THE SOUTHEAST CORNER HEREOF;

THENCE S.75°43'57"W., ALONG THE LINE COMMON TO SAID SECTIONS 20 AND 18, AT 75.80 FEET PASSING NEAR A ONE HALF INCH IRON ROD AT OR NEAR THE NORTH COMMON CORNER OF SAID SECTION 20 AND SECTION 19, SAME BLOCK, CONTINUING ALONG SAID COMMON LINE, AT 572.95 FEET PASSING NEAR A ONE HALF INCH IRON ROD AT THE NORTH COMMON CORNER OF TRACTS 2 AND 3 AS DESCRIBED IN DOCUMENT NUMBER 2018-20726, OF SAID OFFICIAL PUBLIC RECORDS, AT 1981.61 FEET PASSING A ONE HALF INCH IRON ROD AT THE NORTH COMMON CORNER OF SAID TRACT 2 AND A CALLED "TRACT 3" IN DOCUMENT NUMBER 2018-2268, OF SAID OFFICIAL PUBLIC RECORDS, AT 3801.97 FEET PASSING A COPPERWELD ROD WITH CAP AT THE NORTHWEST CORNER OF SAID TRACT 3, BEING THE NORTHEAST CORNER OF A TRACT CALLED 12.3 ACRES IN VOLUME 867 ON PAGE 35 OF THE DEED RECORDS OF SAID MIDLAND COUNTY, AT 3951.98 FEET PASSING A COPPERWELD ROD WITH CAP AT THE NORTHWEST CORNER OF SAID CALLED 12.3 ACRE TRACT, BEING THE NORTHEAST CORNER OF A CALLED TRACT 1, IN SAID DOCUMENT NUMBER 2018-2268, IN ALL 4984.62 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM#10194514" (RPC) SET AT THE SOUTHEAST CORNER OF A CALLED 22.96 ACRE TRACT, DESCRIBED IN DOCUMENT NUMBER 2019-3532 OF SAID OFFICIAL PUBLIC RECORDS, FROM WHICH A ONE HALF INCH IRON ROD WITH A GREEN PLASTIC CAP MARKED "ASB 5689" BEARS S.75°43'57"W., 388.28 FEET AND A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "PSC RPLS 6453" BEARS S.75°08'25"W., 392.12, FOR THE SOUTHWEST CORNER HEREOF;

THENCE THE FOLLOWING NINE COURSES AND DISTANCES ALONG THE EAST LINE OF SAID CALLED 22.96 ACRE TRACT FOR THE WEST LINE HEREOF;

1. N.14°23'29"W., 60.57 FEET TO A POINT;
2. N.58°53'33"W., 71.33 FEET TO A POINT;
3. N.14°23'29"W., 82.07 FEET TO THE POINT OF CURVATURE FOR A CURVE TO THE LEFT;
4. ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1490.00 FEET WITH A CHORD BEARING AND DISTANCE OF N.22°49'41"W., 436.87 FEET, AN ARC DISTANCE OF 438.35 FEET TO THE POINT OF REVERSE CURVATURE;
5. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1360.00 FEET WITH A CHORD BEARING AND DISTANCE OF N.22°49'41"W., 398.75 FEET, AN ARC DISTANCE OF 400.19 FEET TO A MAG NAIL FOUND THE POINT OF TANGENCY;
6. N.14°23'53"W., 99.99 FEET TO A MAG NAIL FOUND AT THE POINT OF CURVATURE FOR A CURVE TO THE LEFT;
7. ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET WITH A CHORD BEARING AND DISTANCE OF N.20°18'24"W., 308.82 FEET, AN ARC DISTANCE OF 309.37 FEET TO A MAG NAIL FOUND AT THE POINT OF REVERSE CURVATURE;
8. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1350.00 FEET WITH A CHORD BEARING AND DISTANCE OF N.20°18'24"W., 277.95 FEET, AN ARC DISTANCE OF 278.44 FEET TO A MAG NAIL FOUND THE POINT OF TANGENCY;
9. N.14°24'01" W., 859.28 FEET TO AN "RPC" SET IN SAID EAST LINE FOR THE NORTHWEST CORNER HEREOF;

THENCE N.75°43'57"E., 95.07 FEET TO AN "RPC" SET FOR AN EXTERIOR CORNER HEREOF;

THENCE N.74°47'34"E., 79.96 FEET TO AN "RPC" SET FOR AN EXTERIOR CORNER HEREOF;

THENCE S.59°20'03"E., 28.32 FEET TO AN "RPC" SET FOR AN INTERIOR CORNER HEREOF;

THENCE N.75°43'57"E., 651.20 FEET TO AN "RPC" SET AT THE POINT OF CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 920.00 FEET AND A CHORD BEARING AND DISTANCE OF N.64°37'59"E., 354.21 FEET;

THENCE ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 356.44 FEET TO AN "RPC" SET AT THE POINT OF REVERSE CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 1950.00 FEET AND A CHORD BEARING AND DISTANCE OF N.77°01'32"E., 1554.60 FEET;

THENCE ALONG THE ARC OF SAID CURVE, BEING CONVEX TO THIS TRACT, 1599.03 FEET TO AN "RPC" SET AT THE POINT OF REVERSE CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 1110.00 FEET AND A CHORD BEARING AND DISTANCE OF S.88°33'08"E., 349.94 FEET;

THENCE ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 351.41 FEET TO AN "RPC" SET AT A POINT OF INTERSECTION LEFT;

THENCE N.07°37'18"W., 115.00 FEET TO A POINT OF INTERSECTION AT THE POINT OF CURVATURE ON A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 995.00 FEET AND A CHORD BEARING AND DISTANCE OF N.78°25'37"E., 137.13 FEET;

THENCE ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 137.24 FEET TO AN "RPC" SET AT THE POINT OF TANGENCY;

THENCE N.72°23'25"E., 72.42 FEET TO AN "RPC" SET AT THE POINT OF CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 995.00 FEET AND A CHORD BEARING AND DISTANCE OF N.51°36'34"E., 637.86 FEET;

THENCE ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 649.32 FEET TO AN "RPC" SET AT A POINT OF INTERSECTION RIGHT;

THENCE S.57°05'08"E., 115 FEET TO A POINT OF INTERSECTION AT THE POINT OF CURVATURE ON A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 1110.00 FEET AND A CHORD BEARING AND DISTANCE OF N.30°10'44"E., 105.95 FEET;

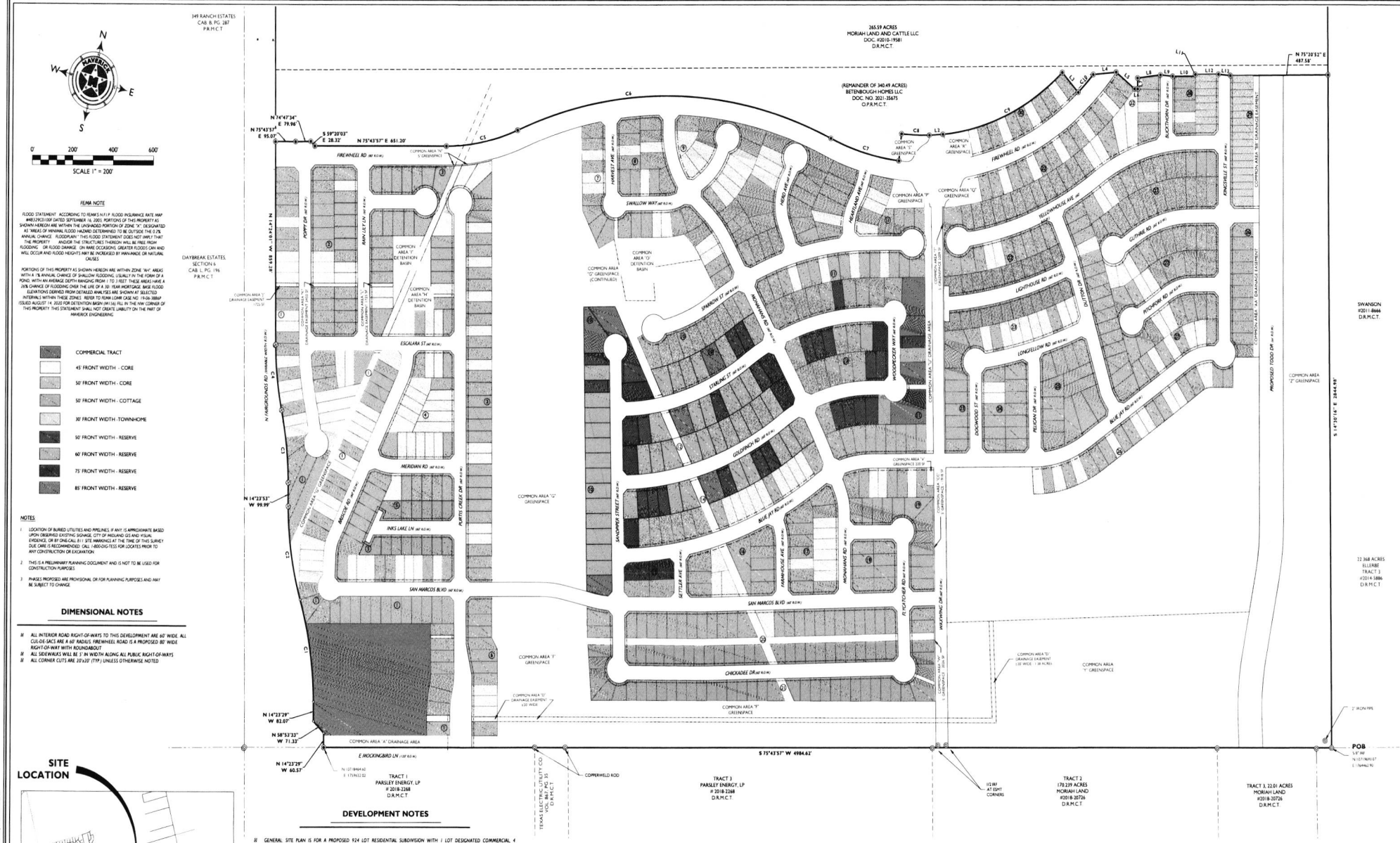
THENCE ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 105.99 FEET TO AN "RPC" SET AT A POINT OF INTERSECTION RIGHT, FOR AN EXTERIOR CORNER HEREOF;

THENCE THE FOLLOWING 11 COURSES AND DISTANCES, ALL TO AN "RPC" FOR ANGLE POINTS IN THE BOUNDARY HEREOF;

1. N.70°45'27"E., 112.51 FEET;
2. S.66°30'04"E., 115.00 FEET;
3. N.77°16'15"E., 15.51 FEET;
4. N.14°39'08"W., 46.14 FEET;
5. N.69°08'15"E., 114.62 FEET;
6. N.81°18'37"E., 60.27 FEET;
7. N.75°20'52"E., 115.00 FEET;
8. N.14°25'02"W., 7.06 FEET;
9. N.75°20'52"E., 115.00 FEET;
10. N.80°51'01"E., 60.26 FEET;
11. N.75°20'52"E., 487.58 FEET TO AN "RPC" SET ON THE WEST LINE OF A CALLED 632.79 ACRE TRACT, DESCRIBED IN DOCUMENT NUMBER 2011-8666 OF SAID DEED RECORDS, ON THE LINE COMMON TO SAID SECTIONS 17 AND 18, FOR THE NORTHWEST CORNER HEREOF;

THENCE S.14°30'16"E., ALONG THE COMMON LINE OF SAID SECTIONS 17 AND 18, AT 1623.59 FEET PASSING A ONE HALF INCH IRON ROD FOR THE NORTHWEST CORNER OF A CALLED 22.368 ACRE TRACT IN DOCUMENT NUMBER2014-5886 OF SAID OFFICIAL PUBLIC RECORDS, BEARING S.75°32'01"W., 15.87 FEET, AT 2815.90 FEET PASSING SAID 6 INCH STEEL FENCE POST BEARING S.75°29'44"W., 33.47 FEET, IN ALL 2844.98 FEET TO THE **POINT OF BEGINNING**, CONTAINING 317.56 ACRES OF LAND.

BASIS OF BEARING, DISTANCE, COORDINATES AND AREA ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, NORTH AMERICAN DATUM OF 1983, U.S. SURVEY FOOT, HAVING A CONVERGENCE ANGLE (theta) OF -0°53'04.89" AND A COMBINED SCALE FACTOR OF 0.999925027 AT THE POINT OF BEGINNING.


349 RANCH ESTATES
CAB. B, PG. 287
P.R.M.C.T.
265.59 ACRES
MORIAH LAND AND CATTLE LLC
DOC. NO. #2015-19581
O.P.R.M.C.T.
(REMAINDER OF 340.49 ACRES)
BETENBOUGH HOMES LLC
DOC. NO. 2021-35675
O.P.R.M.C.T.
DAYBREAK ESTATES, SECTION 6
CAB. L, PG. 196
P.R.M.C.T.
SWANSON
#2011-8666
D.R.M.C.T.
22.368 ACRES
ELLERBE
TRACT 3
#2014-5886
D.R.M.C.T.
TRACT 1
PARSLEY ENERGY, LP
2018-2268
D.R.M.C.T.
TRACT 3
PARSLEY ENERGY, LP
2018-2268
D.R.M.C.T.
TRACT 2
170.239 ACRES
MORIAH LAND
#2018-20726
D.R.M.C.T.
TRACT 3, 22.01 ACRES
MORIAH LAND
#2018-20726
D.R.M.C.T.
TEXAS ELECTRIC UTILITY CO.
VOL. 862, PG. 35
D.R.M.C.T.
FIREWHEEL RD
SWALLOW WAY
HARVEST AVE
HERD AVE
HEARTLAND AVE
BLUETHORN DR
KINGSTELLE ST
YELLOWHOUSE AVE
GLITHRIE RD
LIGHTHOUSE RD
DALTON DR
WYOMING RD
LONGFELLOW RD
DOGWOOD ST
PECAN DR
BLUE JAY RD
PROPOSED TODD DR
N. FAIRGROUNDS RD
POINT DR
RAIN LILY LN
ESCALARA ST
MERIDIAN RD
BRISCOE RD
INKS LAKE LN
PURITY CREEK DR
SAN MARCOS BLVD
E. MOCKINGBIRD LN
SHARON ST
MONAHANS RD
WOODPECKER WAY
STERLING ST
GOLDPINCH RD
SANDPIPER STREET
SETTLER AVE
FARMHOUSE AVE
FT. FLETCHER RD
CHICKADEE DR
COMMON AREA "A" DRAINAGE AREA
COMMON AREA "B" DRAINAGE EASEMENT (50' WIDE)
COMMON AREA "C" DRAINAGE AREA
COMMON AREA "D" DRAINAGE EASEMENT (50' WIDE)
COMMON AREA "A" DETENTION BASIN
COMMON AREA "B" DETENTION BASIN
COMMON AREA "A" GREENSPACE
COMMON AREA "B" GREENSPACE
COMMON AREA "C" GREENSPACE
COMMON AREA "D" GREENSPACE
COMMON AREA "E" GREENSPACE
COMMON AREA "F" GREENSPACE
COMMON AREA "G" GREENSPACE
COMMON AREA "A" DRAINAGE EASEMENT
COMMON AREA "A" GREENSPACE
COMMON AREA "B" GREENSPACE
COMMON AREA "C" GREENSPACE
COMMON AREA "D" GREENSPACE
COMMON AREA "E" GREENSPACE
COMMON AREA "F" GREENSPACE
COMMON AREA "G" GREENSPACE
COMMON AREA "A" 50' DRAINAGE EASEMENT
COMMON AREA "B" 50' DRAINAGE EASEMENT
COMMON AREA "A" DRAINAGE EASEMENT
COMMON AREA "B" DRAINAGE EASEMENT
COMMON AREA "C" DRAINAGE AREA
COMMON AREA "D" DRAINAGE EASEMENT (50' WIDE)
COMMON AREA "E" DRAINAGE EASEMENT (50' WIDE)
COMMON AREA "F" DRAINAGE EASEMENT (50' WIDE)
COMMON AREA "G" DRAINAGE EASEMENT (50' WIDE)
COMMON AREA "A" DRAINAGE EASEMENT (50' WIDE)
COMMON AREA "B" DRAINAGE EASEMENT (50' WIDE)
COMMON AREA "C" DRAINAGE EASEMENT (50' WIDE)

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-22-0299

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Betenbough Homes		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: See Applicant		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Paladin Huckaba		Phone (432) 262-0999 Email phuckaba@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Street Address: NA County Rd 40

Legal Description
Lot: Block: 38 T-1-S Subdivision:

Current Zoning: In Part: SF3, TH, SF2, MF16, SF1, 2F, RR

Proposed Zone: PDHD
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To advance the proposed housing development associated with this request

Present Use of Property: vacant

Proposed Use of Property: residential

How would this zone change affect the public health, safety and welfare? This development will contribute to the housing inventory of the City of Midland, adding needed options to the housing makeup of the community

Describe how conditions affecting the property have changed since present zoning designation: No change since original zoning

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): Chris Berry	Date: 7-18-2022
Applicant (printed): Chris Berry	
Property Owner (signature): See Applicant	Date:
Property Owner (printed) :	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L Miller who, being by me duly sworn, upon oath says: That (s)he is authorized by Bitterbough 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.

Andrew L Miller
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 20th day of July, 2022, to certify which witness my hand and seal of office.

Kelsey Ann Lewis
My Commission Expires
2/19/2026
Notary ID
131456388

Kelsey Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

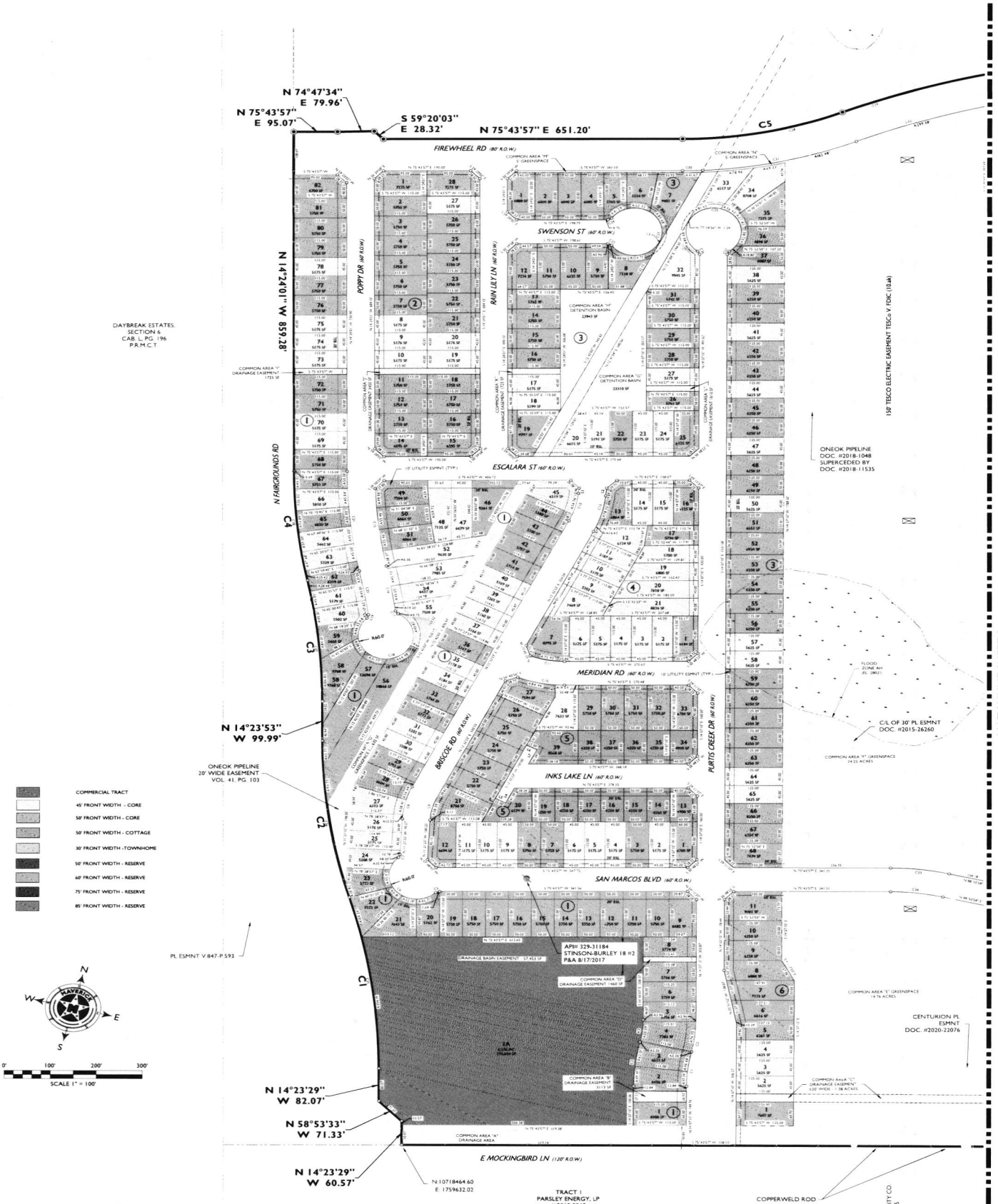
☒ Property Owner Authorization	☒ Dimensioned Site Plan
☒ Application Fee	☒ Plans in Digital Format (PDF/JPEG)
Check # 3818	
Received By: KM	Date: 7-20-22

****Application will not be considered for scheduling until reviewed by a planner.**

MOCKINGBIRD RIDGE

DETAIL SHEET #1

BEING A 317.56 ACRE TRACT OF LAND, SITUATED IN
SECTION 18, BLOCK 38, T-1-S, A-734, T&P RY. CO.
SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS



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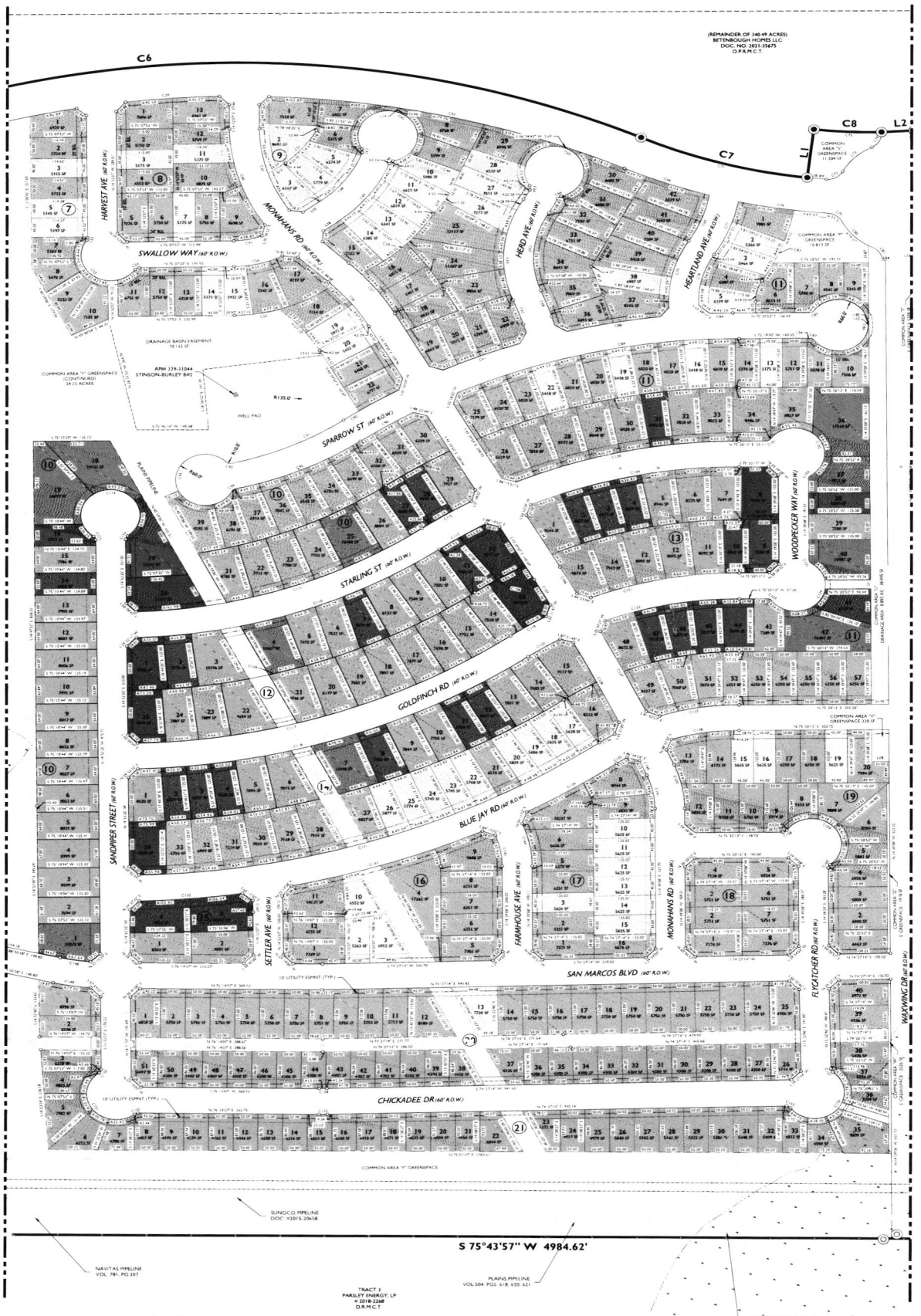
MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall
Midland, Texas 79701
ENGINEER FIRM # 10194514
SURVEY FIRM # 10194514
Tel: (432) 262-0999
Fax: (432) 262-0989
www.Maverick-Eng.com

F:\2021\21013-B\TENBROUGH-B\MKT\TCA\PLANNING\PSD SITE PLAN\21013-B - PSD SITE PLAN.DWG



45' FRONT WIDTH - CORE
50' FRONT WIDTH - CORE
50' FRONT WIDTH - COTTAGE
30' FRONT WIDTH - TOWNHOME
50' FRONT WIDTH - RESERVE
60' FRONT WIDTH - RESERVE
75' FRONT WIDTH - RESERVE
85' FRONT WIDTH - RESERVE

MOCKINGBIRD RIDGE

DETAIL SHEET #2

BEING A 317.56 ACRE TRACT OF LAND, SITUATED IN SECTION 18, BLOCK 38, T-1-S, A-734, T&P RY. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "K"
Midland, TEXAS 79701
ENGINEERING SURVEY FIRM #
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

PACKET
20.19
October 25, 2022
PACKET
19.47
May 23, 2023

SCALE 1" = 100'

SHEET 3 OF 5

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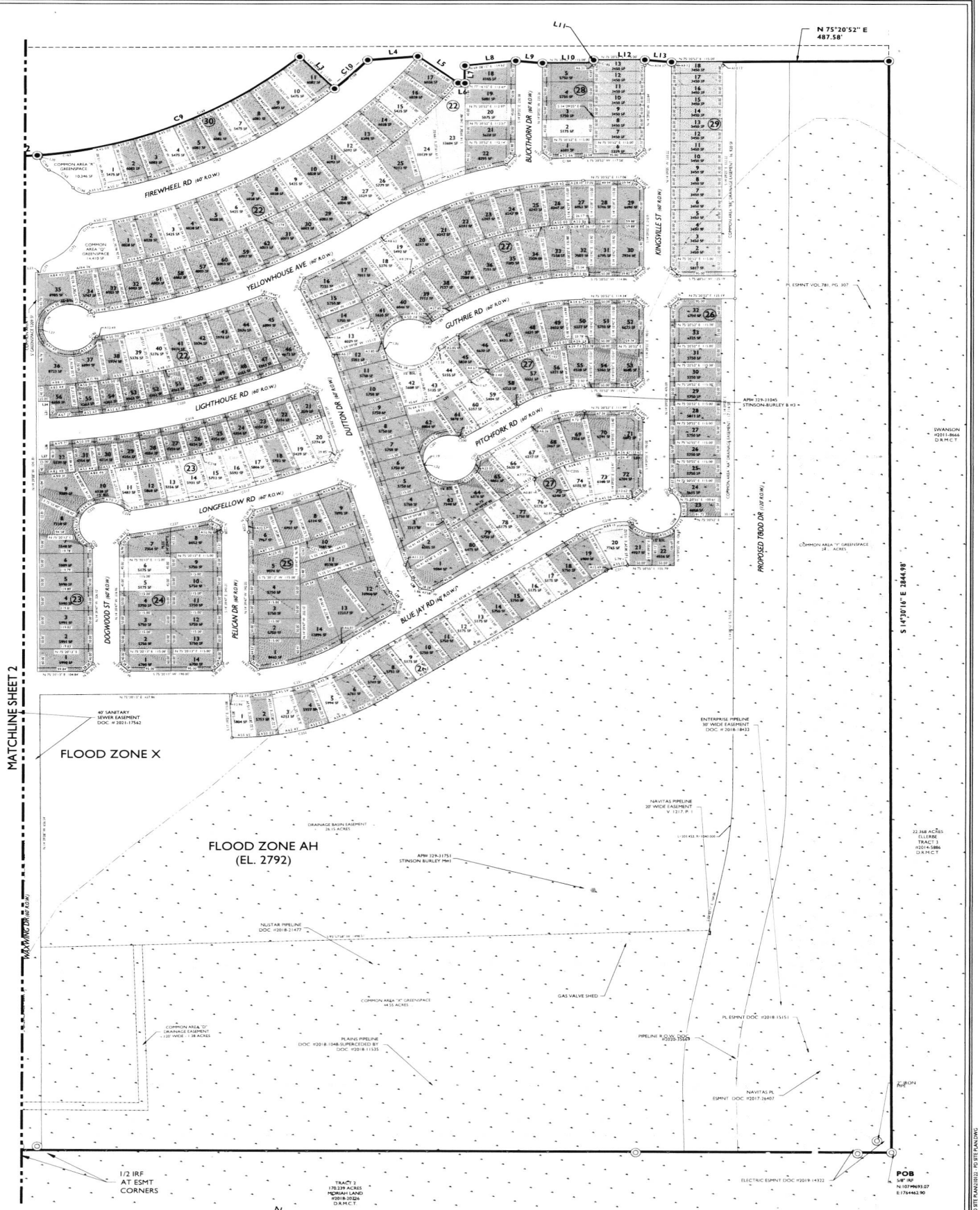
F:\2021\210122-BETTENBOUGH-BRANDT TRACT\DRAWINGS\PD SITE PLAN\210122 - PD SITE PLAN.DWG



MOCKINGBIRD RIDGE

DETAIL SHEET #3

BEING A 317.56 ACRE TRACT OF LAND, SITUATED IN SECTION 18, BLOCK 38, T-1-S, A-734, T&P RY. CO. SURVEY, MIDLAND COUNTY OF MIDLAND, TEXAS

MAVERICK ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "K"
Midland, Texas 79701
Tel: (432) 262-2999

SHEET 4 OF 5

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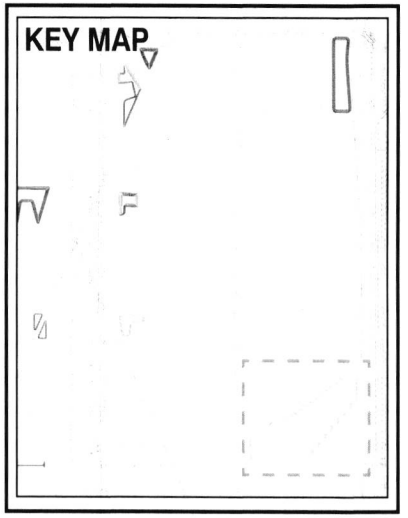
PACKET 20 20 October 25, 2022
PACKET 19 48 May 23, 2023

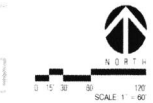




SCALE: NOT TO SCALE

LEGEND

- A ACTIVITY LAWN
- B PLAYGROUND + PAVILLION
- C DOG PARK + PAVILLIONS
- D EVENT PAVILLION
- E SPORTS FIELD
- F TRAIL SYSTEM



PACKET
PACKET

20.21
19.49

October 25, 2022
May 23, 2023

MOCKINGBIRD RIDGE

MIDLAND, TX

OPEN SPACE CONCEPT

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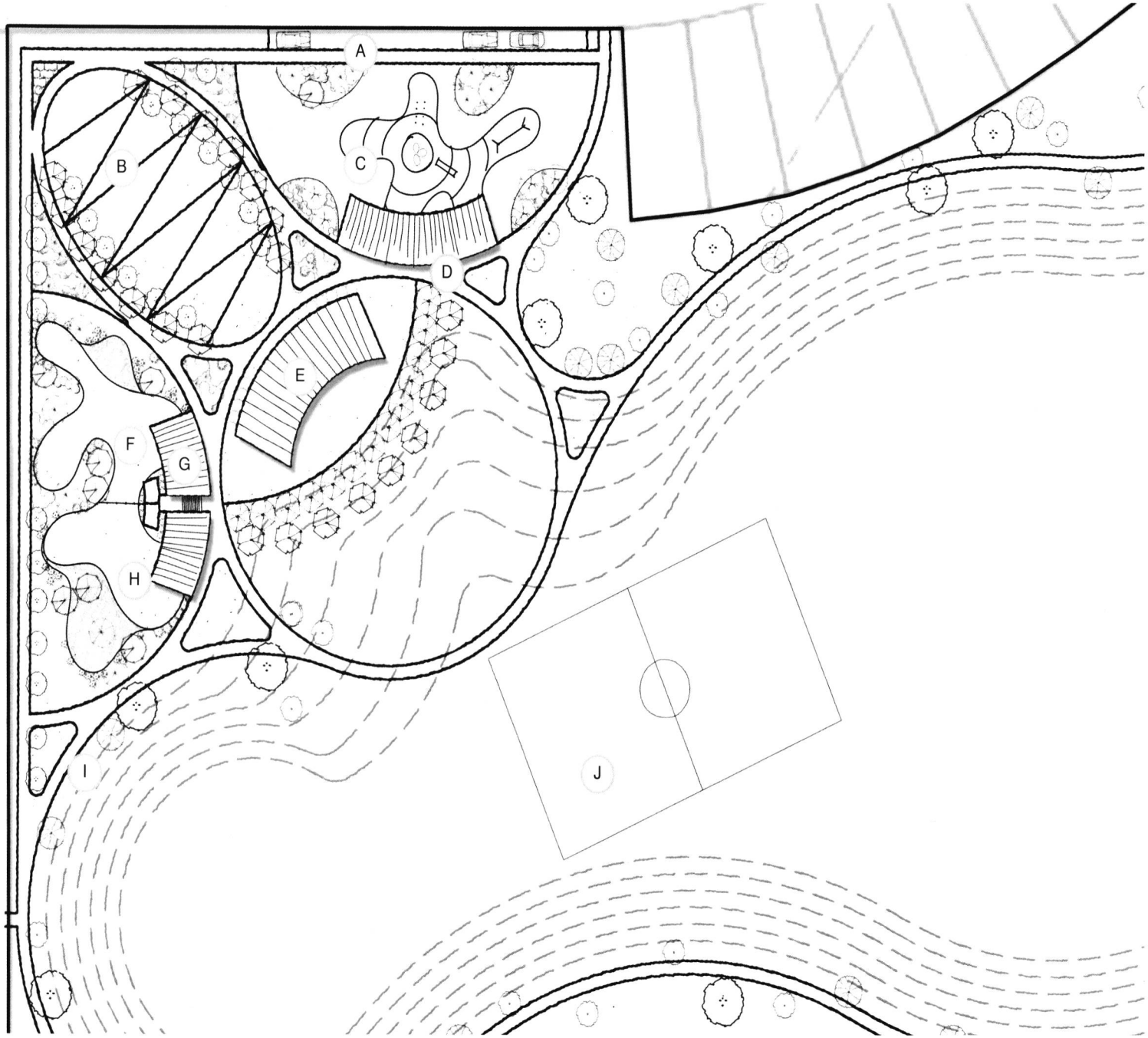
BETENBOUGH HOMES

Kimley»Horn

6/28/2022



LEGEND

- A ON STREET PARKING
- B ACTIVITY LAWN WITH FESTOON LIGHTING
- C "THE NEST" ALL AGES PLAYGROUND
- D SHADE & PICNIC PAVILLION
- E ACTIVITY PAVILLION
- F SMALL DOG PARK
- G DOG PARK ENTRY WITH COVERED SEATING AREAS
- I TRAIL SYSTEM
- J SPORTS FIELD

NORTH

0 5 15 30 60

SCALE: 1" = 30'

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PACKET

20.22
19.50

October 25, 2022
May 23, 2023

MOCKINGBIRD RIDGE

MIDLAND, TX

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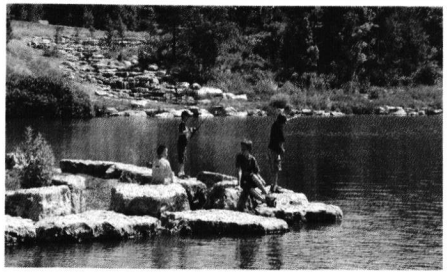
BETENBOUGH HOMES

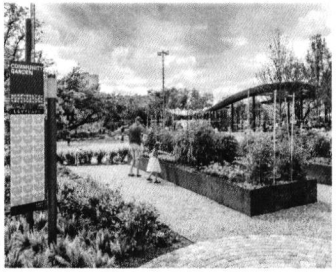
Kimley»Horn

6/28/2022

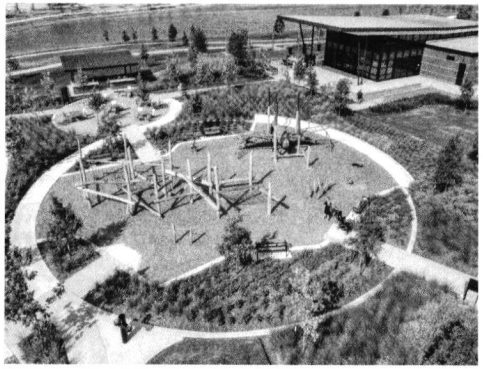






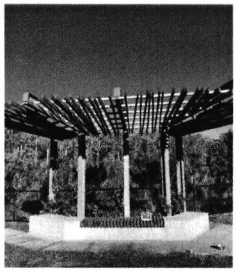



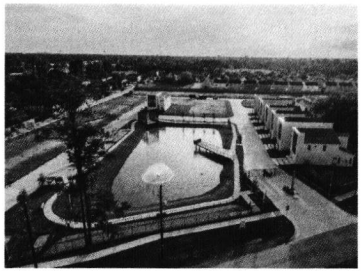










PACKET
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19.51

October 25, 2022
May 23, 2023

MOCKINGBIRD RIDGE

MIDLAND, TX

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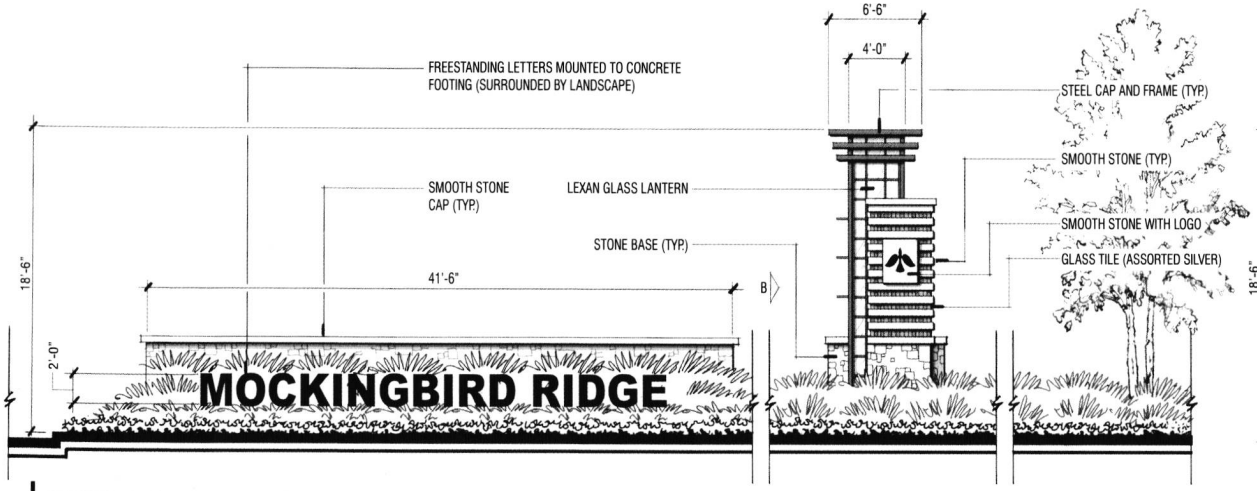
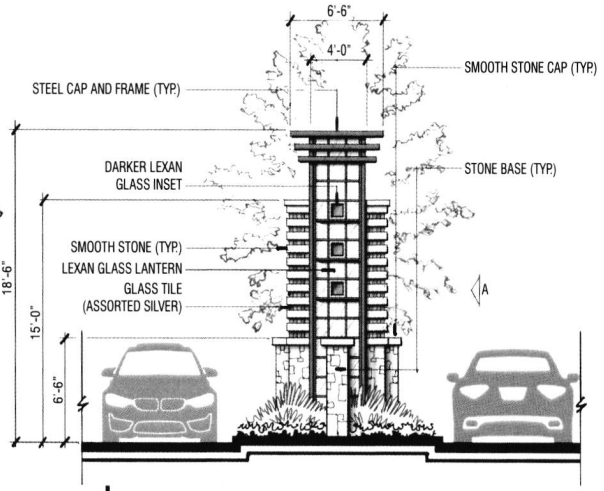
BETENBOUGH HOMES

Kimley»Horn

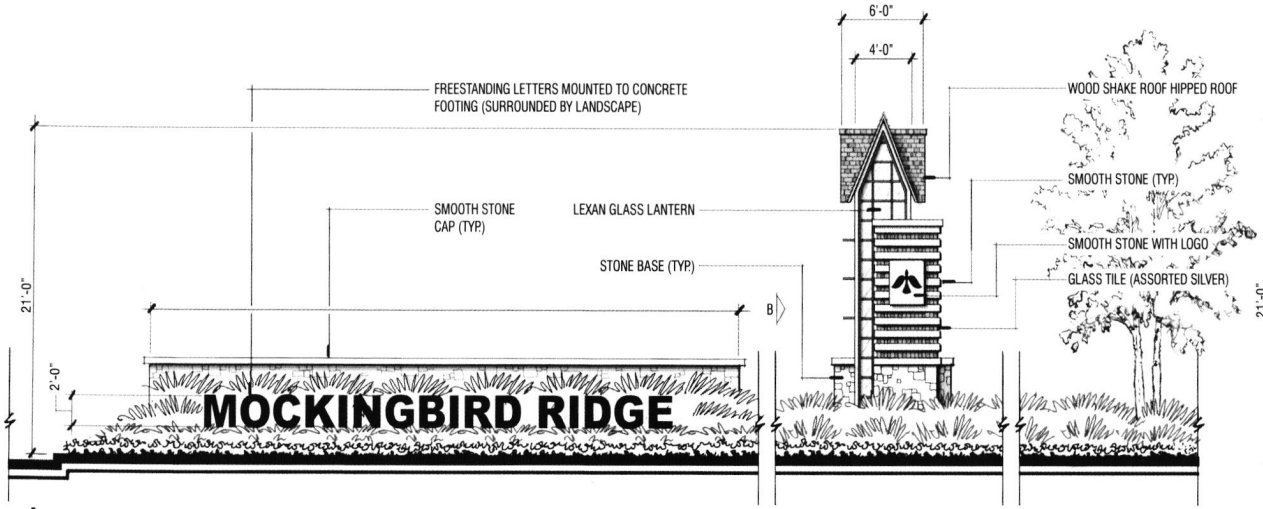
6/28/2022



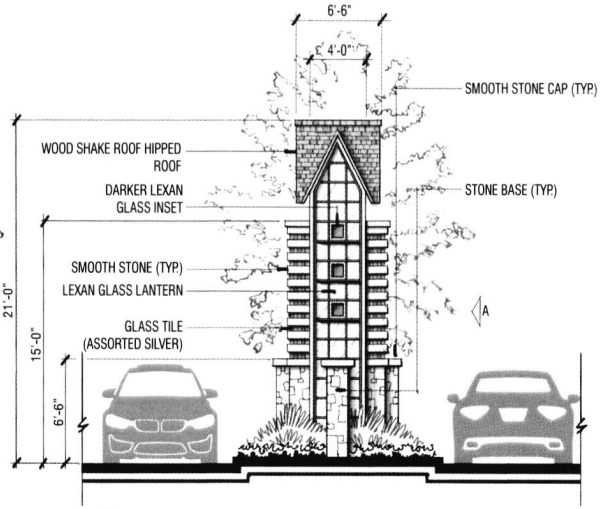
A OPTION 2 (SIDE ELEVATION)
SCALE: 1/4" = 1'-0"



B OPTION 2 (FRONT ELEVATION)
SCALE: 1/4" = 1'-0"



A OPTION 1 (SIDE ELEVATION)
SCALE: 1/4" = 1'-0"



B OPTION 1 (FRONT ELEVATION)
SCALE: 1/4" = 1'-0"

COMMUNITY ENTRY SCHEMATIC DESIGN

MOCKINGBIRD RIDGE

PACKET
PACKET

20.24
19.52

October 25, 2022
May 23, 2023

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Kimley»Horn

FEBRUARY 15, 2022

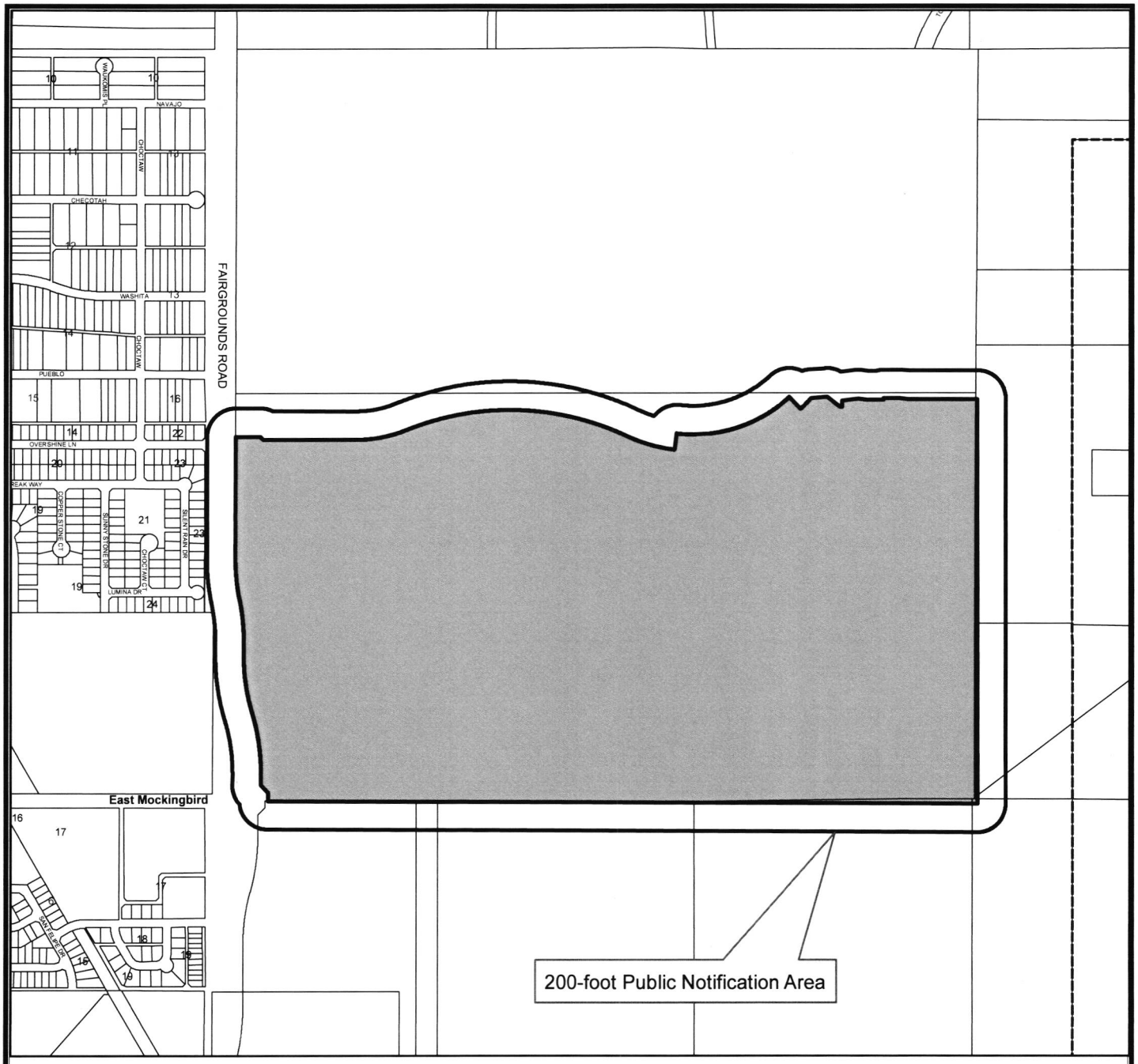
Renderings of Cottage Homes:

The April Plan: 3/2 w 1,109 SQ FT



The Annabeth Plan: 3/2 w 1,231 SQ FT





LOCATION MAP

Z-22-0299 **Scale: 1" = 12,044'**

Consider a request by Maverick Engineering for a zone change from, SF-3, Single-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, SF-2, Single-Family Dwelling District, in part, MF-16, Multiple-Family Dwelling District, in part, SF-1, Single-Family Dwelling District, in part, 2F, Two-Family Dwelling (Duplex) District, in part, and RR, Regional Retail District, in part, to PD, Planned Development District for Housing Development out of a 317.56-acre tract of land, in Section 18, Block 38, T-I-S, A-734, T&P RY. CO. Survey, City and County of Midland, Texas.

Generally located on the northeast corner of the intersection of North Fairgrounds and East Mockingbird Road. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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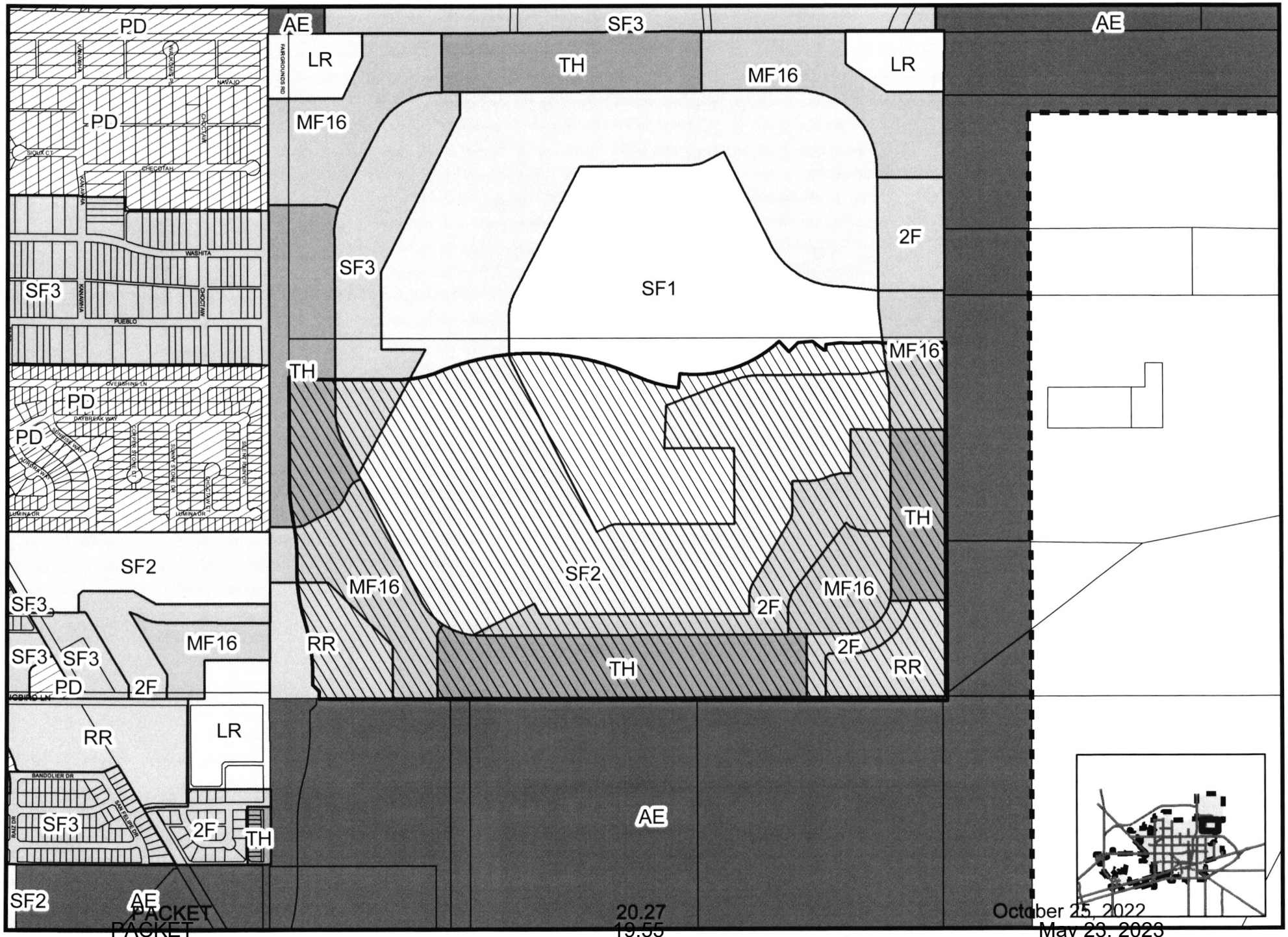

PACKET 20.27 October 25, 2022
PACKET 19.55 May 23, 2023

Map By LO, 7/29/2022

Z-22-0299

Scale: 1" = 11,434'

ZONING MAP

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PACKET 20.28 October 25, 2022

PACKET 19.56 May 23, 2023



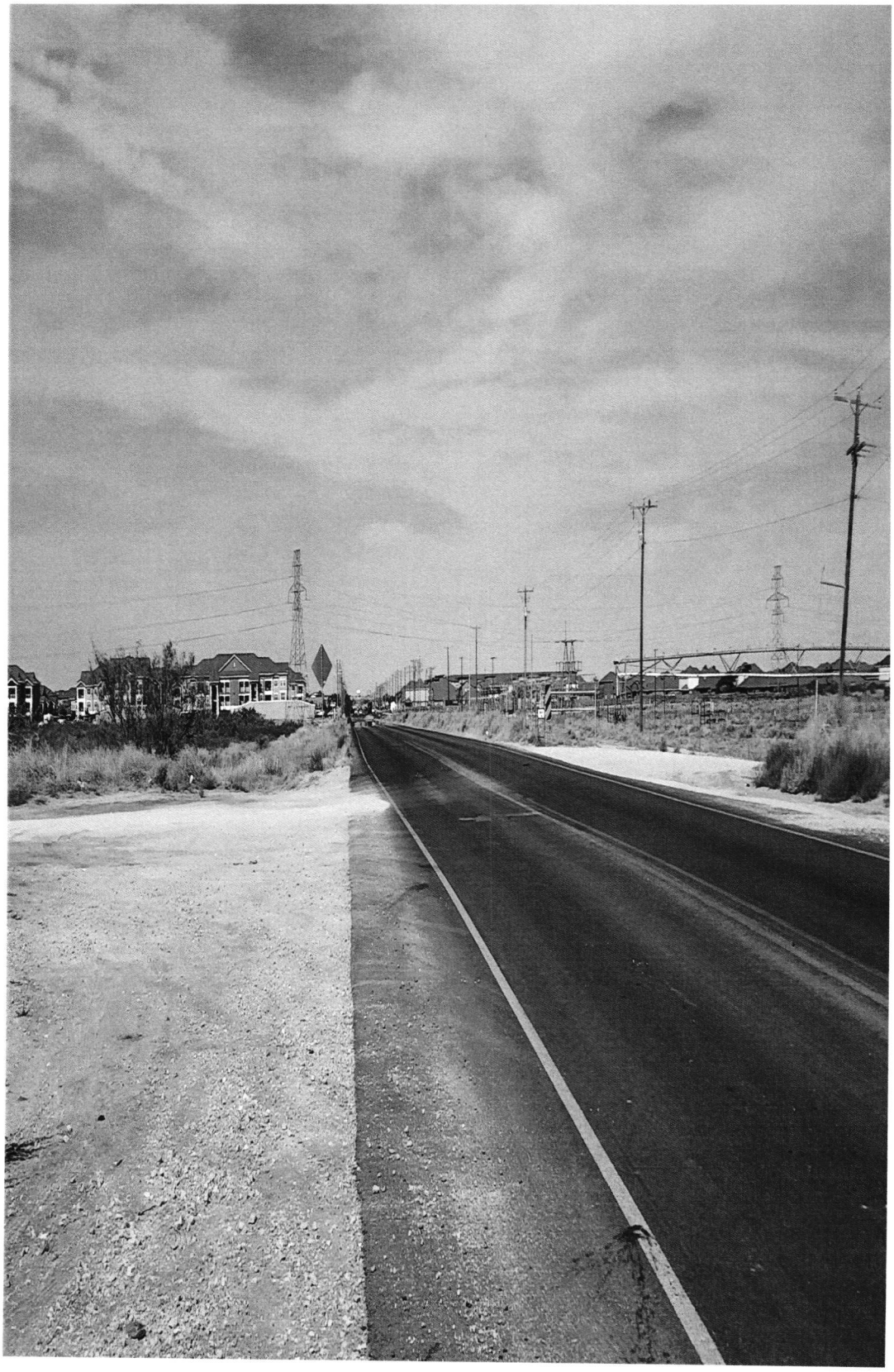
PACKET 20.29 October 25, 2022

PACKET 19.57 May 23, 2023



PACKET 20.30 October 25, 2022

PACKET 19.58 May 23, 2023



City Council Meeting

Item Number: 20

Meeting Date: May 23, 2023

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: HOLD A PUBLIC HEARING IN ORDER FOR THE CITY OF MIDLAND AND THE CDBG PRIORITIZATION COMMITTEE TO RECEIVE PUBLIC COMMENTS, GUIDANCE AND RECOMMENDATIONS REGARDING THE 2023-2024 CDBG GRANT APPLICATION SUBMISSIONS AND THE FOURTH YEAR ACTION PLAN IN ACCORDANCE WITH THE FIVE-YEAR CONSOLIDATED PLAN GOALS; THIS IS A PUBLIC HEARING ONLY (DISTRICT: ALL) (DEVELOPMENT SERVICES)

Purpose:

Hold a public hearing in order for the City of Midland and the CDBG Prioritization Committee to receive public comments, guidance and recommendations regarding the 2023-2024 CDBG grant application submissions and the Fourth Year Action Plan in accordance with the Five-Year Consolidated Plan goals. This is a Public Hearing Only.

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

No fiscal impact to the City of Midland Budget

Discussion:

The purpose of the public hearing is to allow the citizens to participate in the development of the City's 2023/2024 Community Development Program and the Fourth-Year Action Plan. Past usage of Community Development Block Grant (CDBG) funds, community development and housing needs, and proposed uses of 2023/2024 CDBG funds will be discussed. The City will receive a grant of approximately $1,067,091 for 2023/2024 and $189,823 in CDBG CV-19 unappropriated fund balance from the U.S. Department of Housing and Urban Development.

The city also expects to receive $65,000 in Program Income (PI) which is included in the CDBG (PY 2023-2024) allocation. A minimum 70% of CDBG funds must be allocated to projects that benefit low and moderate-income people. 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.



City Manager's Office

STAFF REPORT

CDBG/CDBG-CV-19 FUNDING

(HUD CV19) $198,823
(HUD Grant) $1,067,901 + (PI) $65,000

Request for CDBG CV19 funding
$380,650

Request for CDBG funding
$2,276,230

1
CDBG

NAME: Homebuyer Assistance Program **Request: $150,000**

APPLICANT: City of Midland Community Development

Description. The City's Community Development Office proposes to continue the City's Homebuyer Assistance Program (HAP). Through the HAP, low-income first-time homebuyers receive financial assistance to help purchase decent homes anywhere in the City. Depending on income, up to $15,000 assistance would be provided to a homebuyer as a zero interest, deferred forgivable loan.

Budget. The requested funds could assist 10 households during the year. The CD office staff will accept and verify applications, inspect the homes, coordinate the closings, and process payments. Community Development Office staff conducts the HAP and are paid by the City's general fund.

Eligibility. Per 24 CFR 570.201(n), homeownership assistance is a basic CDBG eligible activity and meets the CDBG objective of benefit to low-and-moderate income persons, the CDBG office shall document that each assisted household meets the low and moderate-income criteria.

Consolidated Plan. Home ownership is considered a high priority in the Five-Year Consolidated Plan.

2
CDBG

NAME: Minor Home Repair Assistance Program **Request: $50,000**

APPLICANT: City of Midland Community Development

Description. The City's Community Development Office proposes to continue the City's MHR Assistance Program (HAP). Through the MHR, low-income homeowners receive financial assistance to help make minor repairs to owner-occupied homes within CDBG targeted areas. Up to $5,000 in assistance can be provided to a homeowner.

Budget. The requested funds could assist 10 households during the year. The CD office staff will accept and verify applicants in accordance with HUD guidelines.

Eligibility. Per 24 CFR 570.201(n), the CDBG objectives of benefiting low-and-moderate income persons shall be met in accordance with HUD National Objectives.

Consolidated Plan. The Minor Repair Program is a high priority need in the Five-Year Consolidated Plan.

3
CDBG

NAME: SE Senior Center Nutrition Program **Request: $68,000**

APPLICANT: Casa de Amigos

Description: The Casa de Amigos requests funding for the nutrition programs at the Southeast Senior Citizen Center (1803 E Indiana) and at the Casa de Amigos (1101 E Garden Lane). Approximately 240 seniors are expected to benefit from the lunchtime meal program and take-home food boxes to supplement their nutritional needs. Meals are contracted daily with a local catering company and reviewed by a certified nutritionist.

Budget: SE Center and Casas de Amigos meals program has been CDBG supported. Sub recipient is including the Casa meals program in its application for the upcoming CDBG fiscal year. CDBG funds would be used to pay for an average of 53 meals per day for the October 2021 to September 2022 period. The estimated $7.54 cost per meal includes all costs in providing the meals: personnel, supplies, transportation, food, equipment and administrative overhead.

Eligibility: Per 24 CFR 570.201(e), a public service for senior citizens is considered by HUD as a presumed benefit to low and moderate-income person's activity under its limited clientele provisions. This request will be subject to the 15% limitation on funds allocated for public services.

Consolidated Plan: Public services of benefit to the elderly and handicapped individuals are a priority community need.

Other Comments: As an ongoing program, this request is subject to the potential need for the operator to secure replacement funding. CDBG assistance has been provided continuously for senior citizen programming in Midland since 1986. Casa de Amigos has administered CDBG funds for the SE Nutrition Program since 2020.

4
CDBG

NAME: Home Cleaning Program **Request: $50,000**

APPLICANT: Casa de Amigos

Description: Casa de Amigos requests funds to support its Citywide Community Services' Home Cleaning Program. The program's objective is to maintain safe and sanitary living conditions for indigent senior citizens (60+ years of age) and disabled individuals. Services include an initial deep cleaning and subsequent routine weekly cleaning. It is expected that 100 clients will be assisted during the year.

Budget: The requested funds would be used to help pay the wages of the program's homemakers. CDBG funds are proposed to be 30% of the total Citywide Community Services budget. The Citywide Community Services budget for the next year will be $98,000. Grants from United Way also help fund the program.

Eligibility: Per 24 CFR 570.201(e), public services are eligible for CDBG funding. A public service for senior citizens and disabled persons is considered by HUD as a presumed benefit to low- and moderate-income activity under its limited clientele provisions. This request will be subject to the 15% limitation on funds allocated for public services.

Consolidated Plan: Public services of benefit to the elderly and handicapped individuals are a priority community need.

Other Comments: As an ongoing program, this request is subject to the potential need for the operator to secure replacement funding. The home cleaning service has been continuously CDBG supported since 1991.

5
CDBG

NAME: Take Home Terrific Program **Request: $38,500**

APPLICANT: Mission Center Adult Day Service

Description: Mission Center Adult Day Service requests funds to support the continuation of program – Take Home Terrific Program. Take Home is an evening meal delivery service for individuals who have some type of mobility dysfunction or health issue that would keep them from meeting their nutritional needs. After an initial assessment, participants will receive meals during the week with extra meals provided for weekend needs on request. Participants will also receive a monthly wellness check. It is expected that 53 clients will be assisted during the year.

Budget: The requested funds would be used to pay for food supplies and staff preparation time and wages. These CDBG funds are proposed to be 30% of the total Take Home Terrific program budget. The entire program budget for the 12-month period is projected to be $108,200.

Eligibility: Per 24 CFR 570.201(e), public services are eligible for CDBG funding. A public service for senior citizens and disabled persons is considered by HUD as a presumed benefit to low- and moderate-income activity under its limited clientele provisions. This request will be subject to the 15% limitation on funds allocated for public services.

Consolidated Plan: Public services of benefit to the elderly and handicapped individuals are a priority community need.

Other Comments: As an ongoing program, this request is subject to the potential need for the operator to secure replacement funding.

6
CDBG

NAME: City of Midland Parks and Recreation Division Request: $55,000

APPLICANT: Parks & Recreation

Description: Gym (MLK), replace workout equipment at MLK Community Center and improvements to Washington Family Aquatic Center (slides refurbishment).

Budget: MLK/ Washington Family Aquatic Center multiple projects $55,000

Eligibility: Multi-Purpose Public Facility. Develop public facilities where youth programming, and other community services.

Consolidated Plan: Per 24 CFR 570.201(e), Multi-Purpose Public Facility are eligible for CDBG funding.

Other Comments: The City of Midland Parks and Recreation Divisions are working to provide improvements to the Martin Luther King Community Center and Parks Systems. Improvements to recreational facilities in low-income areas are a high priority objective.

7
CDBG

NAME: City of Midland Parks and Recreation Division Request: $125,000

APPLICANT: Parks & Recreation

Description: Install shade structures at Ulmer Park and add safety fence and playground surface improvements at Sparks Parks. Installation would be completed by City of Midland Parks Construction crew and vendor contractors.

Budget: Ulmer and Sparks: $125,000

Eligibility: Multi-Purpose Public Facility; develop park facilities where youth programming and other community services are provided.

Consolidated Plan: Per 24 CFR 570.201(e), Multi-Purpose Public Facility are eligible for CDBG funding.

Other Comments: The City of Midland Parks and Recreation Divisions are working to provide improvements to the neighborhood parks. Improvements to recreational facilities in low- moderate income areas are a high priority objective.

8
CDBG

NAME: Thriving United Inc. **Request: $165,623**

APPLICANT: Peer Recovery Support Specialist

Description: Thriving United provides recovery resources to individuals who struggle with addiction, mental health, and trauma. We connect people to recovery and join them on their journey. We serve low to moderate income adults, youth, and families and work closely with homeless individuals and those involved with the justice system.

Budget: $1,518,047

Eligibility: Per 24 CFR 570.201 – 570.207 Urgent Needs public service is designed to alleviate existing conditions that pose a serious and immediate threat to the health or welfare of the community, they are of recent origin or recently became urgent, and the grantee is unable to find other available funds to support the activity.

Consolidated Plan: Homeless and substance abuse services are a high priority in the Five-Year Consolidated Plan.

Other Comments: New applicant to CDBG programs; this request is subject to the potential need for the operator to secure replacement funding.

9
CDBG

NAME: Midland Habitat for Humanity **Request: $255,607**

APPLICANT: Affordable Housing Infrastructure (Benton Street Subdivision)

Description: The newest development is a 22-lot subdivision on Benton Street just off Fairgrounds and Front Streets. A civil engineer working to help build and develop this tract in a prudent and efficient manner.

Budget: $774,568

Eligibility: Per 24 CFR 570.201 – 570.207 public improvements or facilities (except for buildings for the general conduct of government).

Consolidated Plan: Infrastructure Improvements by construction

Other Comments: The construction and related work of alleys, streets, ADA ramps, and sidewalks are a high priority within the Five-Year Consolidated Plan. This development will increase the tax base by approximately $4,400,000 and improve a neighborhood that needs revitalization.

10
CDBG

NAME: City of Midland Development Services **Request: $50,000**

APPLICANT: Code Department

Description: Demolition of blighted and burned structures in low-moderate income neighborhoods.

Budget: $100,000

Eligibility: Per 24 CFR 570.201 – 570.207 Slum or Blighted Area The public service is provided within a designated slum or blighted area and is designed to address one or more conditions which contributed to the deterioration of the area. CDBG funds may be used for code enforcement only in deteriorating or deteriorated areas where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area.

Consolidated Plan: The elimination of specific conditions detrimental to public health and safety.

Other Comments: The code department will use the funding specifically for the demolition of burned, and uninhabitable dwellings.

11
CDBG

NAME: Hellinghausen Hope Inc. **Request: $75,000**

APPLICANT: Village Square Parking Lot Upgrade

Description: Build in 1959, the Village Square apartments provide reduced rent to 133 qualifying low-income residents. The adjoining parking lots have been patched over the years but are in dire need of total. The complex's parking lots have been periodically repaired, and the current status requires their replacement rather than repair. Replacing the parking lot will provide a safer quality of place and space for our residents. This impact will be measured in reduced maintenance costs that translate into continued affordable housing for low-income Midlanders.
The project is located at 1710 North "A" Street and serves qualifying low-income residents. We have 133 residents in the 57-unit property.
replacement.
Budget: $103,250

Eligibility: Per 24 CFR 570.201(m), Parking facility repairs needed for a L/M income Housing development. (HUD) affordable rent development.

Consolidated Plan: Facility repairs needed for L/M income Housing.

Other Comments: The infrastructure project is located within a low-moderate income census tract and the CDBG targeted area.

12
CDBG

NAME: City of Midland Engineering Services **Request: $1,194,000**

APPLICANT: Engineering

Description: Terrell Street & Pennsylvania Avenue Sidewalks; New York Avenue & Benton Street Sidewalks.

Budget: Terrell Street & Pennsylvania Avenue Sidewalks $614,000; New York Sidewalks $350,000; Benton Street Sidewalks $230,000.

Eligibility: Per 24 CFR 570.201 – 570.207 public improvements or facilities (except for buildings for the general conduct of government).

Consolidated Plan: Infrastructure Improvements by construction

Other Comments: The construction and related work of alleys, streets, ADA ramps, and sidewalks are a high priority within the Five-Year Consolidated Plan.

13
CDBG CV-19

NAME: The Salvation Army of Midland **Request: $200,000**

APPLICANT: The Salvation Army

Description: The Salvation Army of Midland requests funding for the nutrition programs at the 600 E. Wall St. Center (Homeless Shelter). Approximately 5,300 meals are expected to be served during the program year. Three meals time will be available to people wanting a hot meal.

Budget: CDBG funds would be used to pay for an average 150 meals per day with an estimated $7.54 cost per meal; personnel, transportation, equipment, and administrative overhead are not included in the grant. The requested funds would be used to help pay for food and nonperishable items related to meal preparation. The Homeless and Indigent Program overall budget for the next year will be $729,835.00 primarily generated from contribution and federal grants for the homeless.

Eligibility: Per 24 CFR 570.201(e), Homeless service for citizens experiencing hardships and/or disabled persons is considered by HUD a high priority. Homeless service for indigent individuals is considered by HUD as a presumed benefit to low and moderate-income person's activity under its limited clientele provisions.

Consolidated Plan: Homeless services are an area of high priority and concentration of community need.

Other Comments: COVID-19 funding has a remaining term of 12 months until sunset provision requires return to Department of Treasury.

14
CDBG CV-19

NAME: Senior Resiliency Program **Request: $50,650**

APPLICANT: Casa de Amigos

Description: Casa de Amigos requests funds to support its Senior Resiliency Program. The program's objective is to provide coping skills and resiliency training for senior citizens to improve their overall mental health as our community continues to recover from the effects of COVID-19. Seniors are adapting to a host of life altering realities (lost friendships, changing living environment, physical capacity, etc.) which has a diminishing effect on mental and physical health. It is expected that 45 clients will be assisted during the year.

Budget: The requested funds would be used to help pay the wages of licensed counseling PLLC. The Senior Resiliency Program Services budget for the next year will be $81,360.00. Casa De Amigos will also help fund the program staff.

Eligibility: Per 24 CFR 570.201(e), public services are eligible for CDBG-CV19 funding. A public service for senior citizens and disabled persons is considered by HUD as a presumed benefit to low- and moderate-income activity under its limited clientele provisions.

Consolidated Plan: Public services of benefit to the elderly and handicapped individuals are a priority community need.

Other Comments: COVID-19 funding has a remaining term of 12 months until sunset provision requires return to Department of Treasury.

15
CDBG CV-19

NAME: Midland County Hospital District (Mental Health & Wellness Department)
Request: $75,000

APPLICANT: Midland Memorial Hospital

Description: Mental Health & Wellness Department requests funds to support its Community Referral and Indigent Program (CRISP) to help individuals of all ages to recover from the devastation of the pandemic and overcome barriers to restore and stabilize health and livelihood. The Community Referral and Indigent Program (CRISP) program objective is to provide personal services that follow participants at every point-of-service to assure connection with needed resources and supportive providers. It is expected that 1,700 participants will be referred to other identified resources during the year.

Budget: The requested funds would be used to help pay the wages of the licensed counselors, social-workers, and supportive staff. The Community Referral and Indigent Program (CRISP) program services budget for this year will be $380,622. The Community Referral and Indigent Program (CRISP) will also help fund the program through the hospital grants contributions and fundraising.

Eligibility: Per 24 CFR 570.201(e), mental health services are eligible for CDBG-CV19 funding. Mental Health service for hardship citizens and disabled persons is considered by HUD.

Consolidated Plan: Mental Health services of benefit to the elderly and handicapped individuals are a priority community need.

Other Comments: COVID-19 funding has a remaining term of 12 months until sunset provision requires return to Department of Treasury.

16
CDBG CV-19

NAME: Senior Life Midland Meals on Wheels **Request: $40,000**

APPLICANT: Senior Life Midland

Description: The objective of Meals on Wheels is to promote better mental and physical health for homebound persons through nutritious meals and social activities. The program provides 710 seniors meals per month. The requested funding will be used for vendor meals when regular kitchen operations are offline.

Budget: $40,000.

Eligibility: Per 24 CFR 570.201(e), public services are eligible for CDBG-CV19 funding. A public service for senior citizens and disabled persons is considered by HUD as a presumed benefit to low- and moderate-income activity under its limited clientele provisions.

Consolidated Plan: Presumed Benefit or L/M Income Limited Clientele are services limited to a specific group of people, at least 51% of whom are L/M income persons.

Other Comments: COVID-19 funding has a remaining term of 12 months until sunset provision requires return to Department of Treasury.

17
CDBG-CV19

NAME: Breaking Bread Ministries **Request: $15,000**

APPLICANT: Breaking Bread Ministries

Description: Replace refrigeration unit for meals preparation and cold storage related to homeless outreach services.

Budget: $15,000

Eligibility: Per 24 CFR 570.201 – 570.207 Urgent Needs services are designed to alleviate existing conditions that pose a serious and immediate threat to the health or welfare of the community.

Consolidated Plan: Homeless Services are a high priority in the Five-Year Consolidated Plan.

Other Comments: New applicant to CDBG programs; this request is subject to the potential need for the operator to secure replacement funding. COVID-19 funding has a remaining term of 12 months until sunset provision requires return to Department of Treasury.

City Council Meeting

Item Number: 21

Meeting Date: May 23, 2023

To: City Council / City Manager

From: Jeffrey Fisher, Planning Manager

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 7, BLOCK 17, SKYLINE TERRACE, UNIT 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 220 FEET WEST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Strategic Restaurant Enterprises, Inc., is requesting to amend their existing Special Use District (SUD) to extend their hours of operation for the sale of Alcoholic Beverages for On-Premises Consumption in a restaurant. The alcohol serviceable area remains the same as the previous approval of 8,688 sq. ft. which is the same square footage as the restaurant.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Discussion:

Current Zoning:

PD, Planned Development District for a Shopping Center (Ordinance 9878).

Surrounding Zoning and Land Use:

The properties to the north, east, and east are zoned PD, Planned Development District, and the locations of restaurants. The property to the south is zoned PD, Planned Development District for a Shopping Center, and the location of Midland Park Mall.

Analysis:

The subject property is zoned as PD, Planned Development District for a Shopping Center (Ordinance 9878), with an underlying base zoning of RR, Regional Retail District. The RR, Regional Retail District allows Alcoholic Beverages Sales for On-Premises Consumption with the approval of a Specific Use Designation.

The property has an active Specific Use Designation that was approved by City Council on January 22, 2019. The current Specific Use Designation limits Alcoholic Beverages Sales for On-Premises Consumption as follows:

> Monday through Thursday from 3:00 p.m. to 12:00 a.m. (midnight)
> Friday through Sunday from 11:00 a.m. to 12:00 a.m. (midnight)

The applicant is now requesting the following days and hours for Alcoholic Beverages Sales for On-Premises Consumption as specified below:

> **Monday through Sunday from 11:00 a.m. to 12:00 a.m. (midnight)**

Per Midland City Code Section 5.4.4. – Prohibited place of business

> *The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.*

There are no churches, private schools, public schools, public school grounds, athletic stadiums, or public hospitals within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across the intersection where they occur within this site.

This project has been circulated to all City departments for review. Below are the departments' comments.

Fire: (Approved)

No objections.

Engineering: (Approved)

No objections to zoning/zone change. [For Applicant's Information Only.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Building Code: (Approved)

The SUD request is acceptable 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.

Code Compliance: (Approved)

No objections.

Planning: (Approved)

The request complies with the *Tall City Tomorrow Plan, Chapter 6-Character Plan Goal 4,* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137). The updated hours will allow Bubba's 33 to continue to create a vibrant atmosphere where residents can socialize and build connections.

Staff recommends approval of the request for a Specific Use Designation with Term for Alcoholic Beverages Sales for On-Premises Consumption in a restaurant, subject to Conditions A through E.

Conditions:

A. **That the alcohol serviceable area of the restaurant shall be limited to approximately 8,688-square feet as shown on the Floor Plan "Exhibit "A", which is attached hereto and incorporated herein for all purposes.**

B. **That the days and hours of alcoholic beverages sales and consumption shall be limited to:**

Monday through Sunday from 11:00 a.m. to 12:00 a.m. (midnight)

C. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

D. That the establishment shall meet all requirements of the Fire Department and Code Administration.

E. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

Letters of Objection:

As of May 10, 2023, staff have received no letters of objection for this request.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan (Exhibit B)
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 7, BLOCK 17, SKYLINE TERRACE, UNIT 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 220 FEET WEST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 7, Block 17, Skyline Terrace, Unit 7, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present PD, Planned Development District for a Shopping Center.

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 8,688 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 11:00 a.m. to 12:00 a.m. (midnight).

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by

the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

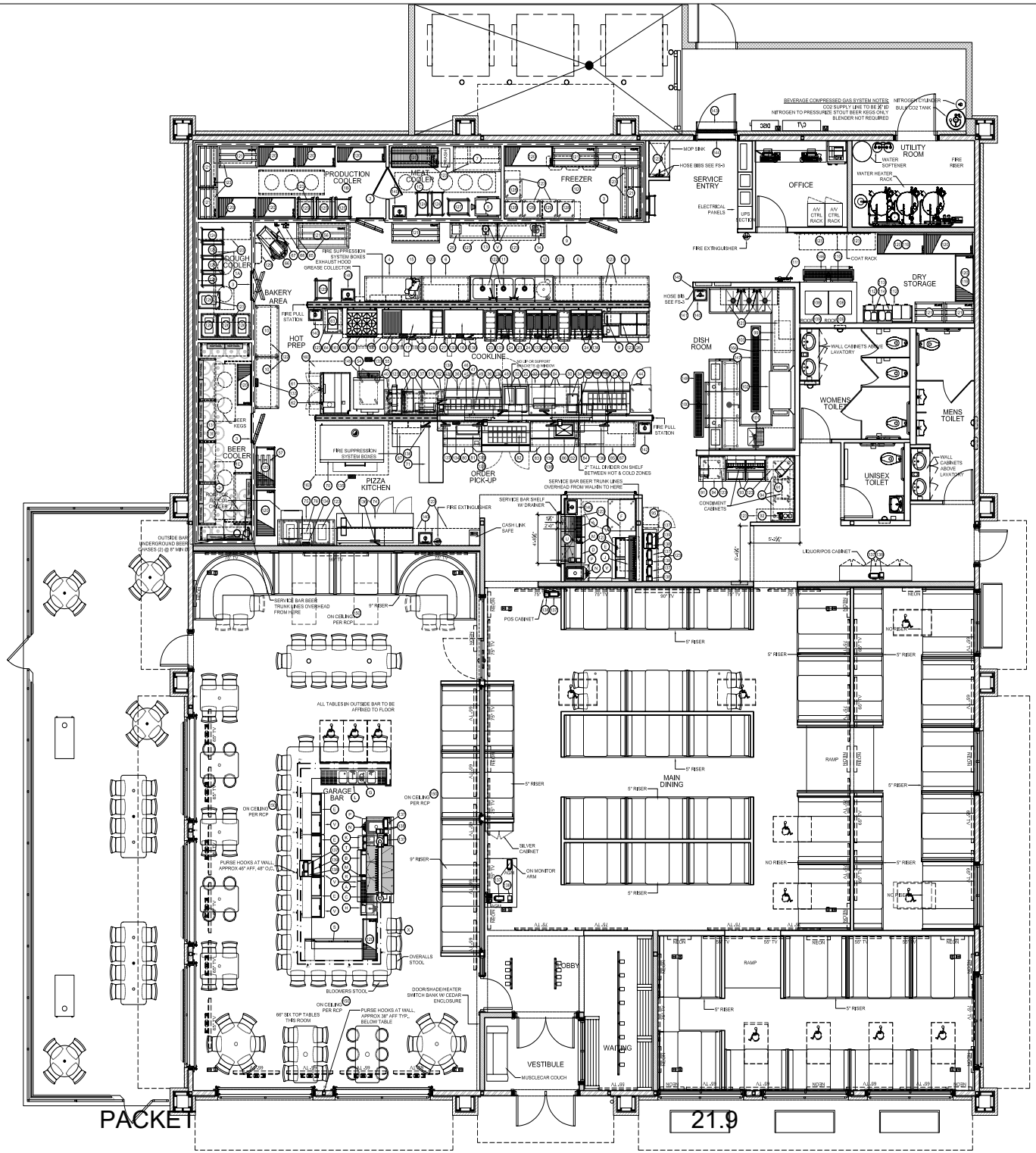
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



EQUIPMENT LIST

ITEM #	DESCRIPTION
1A	WALK-IN DOUGH COOLER
1B	WALK-IN PRODUCTION COOLER
1C	WALK-IN MEAT COOLER
1D	WALK-IN FREEZER
1E	WALK-IN BEER COOLER
2	GLYCOL BEER CHILLING SYSTEM
3	PLASTIC STRIP CURTAINS
4	S/S WORK TABLE 72" BACKSPLASH & U.S.
5	MEAT MIXER/GRINDER
6	S/S WORK TABLE 60" BACKSPLASH & U.S.
7	S/S WORK TABLE 60" BACKSPLASH U.S. & O.S.
8	S/S WORK TABLE 60"x18" BACKSPLASH & U.S.
9	SNAP RACK(S)
10	S/S WORK TABLE 60" FLAT TOP & U.S.
11	S/S PREP SINK W/ DRAINBOARD
12	SALAD SPINNER
13	FOOD PROCESSOR
14	FOOD PROCESSOR
15	DELI SLICER
16	STEAM GRIDDLE 48"
17	STEAM GRIDDLE 36"
18	REFRIGERATED EQUIPMENT STAND
19	CHAR BROILER
20	BAG SEALER
22	UNDERCOUNTER REACH IN FREEZER
23	ICED COLD PAN (FREE STANDING)
24	18" DEEP FRYER
26	ICED BREADING STATION W/ SIFTER
27	REFRIGERATED EQUIPMENT STAND
28	FRYER FILTER
29	REFRIGERATED COUNTERTOP COLD WELL
30	S/S WALL SHELF
31	REACH IN REFRIGERATOR W/ COLD TOP
32	CHEF'S TABLE/STEAM TABLE
33	CRISPYHOLD
34	DROP IN HOT WELL
36	REACH IN REFRIGERATOR W/ RAISED COLD RAIL
37	BUN TOASTER
38	BUN TOASTER
39	WARMING DRAWER (DUAL)
40	BUN SLICER
41	S/S ANGLED SHEET PAN WALL BRACKET
42	HEATED SHELF
44	2 DOOR UPRIGHT FREEZER
45	PASS THROUGH WINDOW
46	PASS THROUGH WINDOW OVERSHELF
47	HEAT LAMPS
48	MICROWAVE OVEN
49	CHEESE MELTER 36"
50	CHEESE MELTER 48"
51	S/S WORKTABLE 72" BACKSPLASH OPEN BASE
52	BASKET PAPER DISPENSERS
53	UNDERCOUNTER SHEET PAN RACKS
54	CONVECTION OVEN
55	SMOKER OVEN
56	S/S WORK TABLE 66" BACKSPLASH OPEN BASE
57	UNDERCOUNTER CAN RACK
58	6 BURNER RANGE
59	REFRIGERATED EQUIPMENT STAND
63	ROTARY CONVECTION OVEN
62	PROOFER
63	RETHERMALIZER
64	S/S WORKTABLE 24" BACKSPLASH
65	S/S WALL SHELF
66	MIXER - 60QT
67	WATER FILTER ASSEMBLY
68	POT FILLER FAUCET
70	DOUBLE STACK PIZZA OVEN
71	PIZZA SERVERY TABLE
72	HANGING HEAT LAMPS
74	PIZZA MAKEUP STN W/ OVERHEAD COLD RAIL
75	PIZZA STRETCH TABLE W/ DOUGH BOX SHELVES
76	PIZZA PEEL RACK
80	48" S/S ORDER PICKUP COUNTER #1
81	DROP IN HOT WELL (HOLDS (4) 1/3rd PANS)
82	REACH IN REFRIGERATOR W/ COLD TOP
83	60" S/S ORDER PICKUP COUNTER #2
84	WARMING DRAWER (SINGLE)
85	72" S/S WORKTABLE

ITEM #	DESCRIPTION
86	DROP IN REFRIGERATED COLD WELL
87	S/S WALL SHELF
89	S/S POS STATION
90	S/S DRINK & TAKEOUT COUNTER W/ OPEN BASE
91	ICED TEA BREWER
92	COFFEE BREWER
93	SODA DISPENSER
94	S/S DRINK COUNTER 36" OPEN BASE
95	WARMING CABINET
99	BOOSTER HEATER
100	DIRTY DISH TABLE - CUSTOM STAINLESS
101	PRE-RINSE SPRAY ASSEMBLY
102	DISH MACHINE
103	CLEAN DISH RAMP/3 COMPT SINK COMBO
106	FUTURE EQUIPMENT
107	ICE MACHINE PRE-CHILLER (NOT USED HERE)
108	ICE MACHINE HEAD UNIT
109	ICE MACHINE REMOTE CONDENSER
110	ICE BIN
111	WATER FILTRATION SYSTEM
112	BAG IN BOX RACKS
113	CARBONATOR/PUMP DECK
114	CARBONATOR SHELF
119	SECURITY CAGE KIT
120	WIRE RACK SHELVING
121	GUNNAGE RACKS
122	ALUMINUM WALL SHELF W/ UNTENSIL RACK
123	ALUMINUM WALL SHELF - INVERTED LEGS
124	ROLLING STEAM TABLE PAN RACKS
125	ROLLING SHEET PAN RACKS
126	DOUGH BOX DOLLY
127	MEAT LUG DOLLY
128	GLASS RACK DOLLY
129	UTENSIL RACK
130	KEG STACKERS
131	KEG DOLLIES
133	8 BUTTON TIMER
134	4 BUTTON TIMER
135	12 BUTTON TIMER
136	KDS MONITOR & CONTROLLER
137	POS/ASM TERMINAL
138	POS THERMAL PRINTER
139	POS CASH DRAWER
140	HAND SINK
141	EYE WASH ATTACHMENT
142	KNEE PEDAL HAND SINK
143	FLY FAN
144	STRIP CURTAIN
145	S/S CORNER GUARDS & TRIM
146	S/S FLOOR TROUGH - 8x60 W/ GRATE (ICE MACH)
147	S/S FLOOR TROUGH - 8x96 W/ GRATE (DISH)
148	S/S FLOOR TROUGH - 8x72 W/ GRATE (MUDS)
149	S/S FLOOR TROUGH - 4x24 W/ GRATE (SMOKER)
150	RADIANT HEATERS & DIMMING MODULES
160	HOT PREP EXHAUST HOOD
161	COOKLINE EXHAUST HOOD
163	PIZZA EXHAUST HOOD
164	DISHWASHING EXHAUST HOOD
A	24" DRAIN BOARD
B	ICE BIN W/ 7 CKT COLD PLATE
C	S/S SERVICE BAR TOP W/ DRAIN PAN
D	ICE BIN W/ COLD PLATE
E	MUG FROSTER 48"
F	BACK BAR REFRIGERATOR
G	GLASS WASHER (MANUAL)
H	BAR HAND SINK W/ SIDE SPLASHES
J	BEER TOWER - 18 FAUCET
K	EQUIPMENT STAND - 16x24
L	4 COMPARTMENT BAR SINK
M	SODA GUN
N	FROZEN COCKTAIL MACHINE
P	EQUIPMENT STAND - 19x30
R	BEER TOWER - 18 FAUCET
S	BACK BAR REFRIGERATOR
T	DRINK BUBBLER
U	SERVICE BAR PASS SHELF W/ DRAINER
V	SPEED RAILS
X	BAR TOP - PATIO BAR

FIRE PROTECTION NOTE

FIRE EXTINGUISHERS TO BE PROVIDED HAVING A MINIMUM RATING OF 2A-10BC FOR EVERY 3000 SQ. FEET OF FLOOR AREA. TRAVEL DISTANCE TO EXTINGUISHER NOT TO EXCEED 75 FEET. ALL EXTINGUISHERS SHALL BE CONSPICUOUSLY LOCATED AND READILY ACCESSIBLE. THE TOP OF EXTINGUISHER SHALL BE NO MORE THAN 5' ABOVE FLOOR AND THE BOTTOM NO LESS THAN 4 INCHES ABOVE FLOOR. SFPC 609.3.1.1, NFPA 10

PROVIDE 2 "K" CLASS FIRE EXTINGUISHERS FOR COOKING OPERATION

FIRE EXTINGUISHERS SHALL BE INSPECTED AND TAGGED BY A STATE CERTIFIED FIRE EXTINGUISHER COMPANY. UFSRS 4A-01

SEE FLOOR PLAN FOR SUGGESTED LOCATIONS OF FIRE EXTINGUISHERS

7738 INTERIOR SQUARE FEET
950 PATIO SQUARE FEET
8,688 TOTAL SQUARE FEET

1/4" = 1'

6 ea.	2 TOPS	12 SEATS
4 ea.	4 TOPS	16 SEATS
7 ea.	6 TOPS	42 SEATS
21 ea.	BAR STOOLS	21 SEATS
57 ea.	TOTAL TABLES	
	TOTAL CAPACITY =	287 SEATS

X" = 1'-0"

xxxxxxxx.x

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TEXAS ROADHOUSE
6040 DUTCHMANS LANE
LOUISVILLE, KY 40205

Bubba's 33 PIZZA BURGERS & BEER
MIDLAND, TX 79707
3315 W. LOOP 250 NORTH

CONSTRUCTION SET
05.26.2016

DRAWN BY: GAM
CHECKED BY: GAM
REVISIONS: 1 08.03.2016
2 08.18.2016
AREA, GRID UPDATE 04.24.2023

THE CONSTRUCTION DOCUMENTS SHALL CONSIST OF ALL DRAWINGS, SPECIFICATIONS, SURVEYS, SOILS REPORTS, ADDENDA AND OTHER INFORMATION AS PROVIDED TO THE GENERAL CONTRACTOR ALL ACTING AS A WHOLE. THE GENERAL CONTRACTOR SHALL NOT BE ENTITLED TO BE TAKEN REPEATEDLY OR STAND ALONE FROM THE REMAINDER OF THE CONSTRUCTION DOCUMENTS. THE GENERAL CONTRACTOR IS RESPONSIBLE TO REVIEW THE ENTIRE SET OF CONSTRUCTION DOCUMENTS AND TO REPORT ANY ERRORS, OMISSIONS OR DISCREPANCIES OR CONFLICTING INFORMATION NOT BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO SUBMITTING A BID SHALL BE INTERPRETED BY THE ARCHITECT AS BEING BINDING ON THE CONTRACTOR.

SHEET TITLE
EQUIPMENT PLAN

SHEET #
EQ-1.0

EXHIBIT "A"

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-23-0056

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Strategic Restaurant Enterprises, Inc.		Phone (502) 426-9984 Email katie.mccullum@texasroadhouse.com	
Address 6040 Dutchmans Lane	City Louisville	State KY	Zip 40205
Property Owner Printed Name: Mall at Midland Park, LLC c/o SIMON		Phone (432)694-1664 Email chris.tilleyjr@simon	
Address P.O. Box 643378	City Pittsburgh	State PA	Zip 15264
Representative *(if different from Applicant or Property Owner)* Firm: N/A Printed Name: Strategic Restaurant Enterprises, Inc.		Phone (502)426-9984 Email katie.mccullum@texasroadhouse.com	
Address 6040 Dutchmans Lane	City Louisville	State KY	Zip 40205

Street Address: 3315 W. Loop 250 North, Midland, TX 79705

Business Name: Bubba's 33

Legal Description
Lot: Seven Block: Seventeen Subdivision: Final Plat Skyline Terrace Unit 7, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet J, Page 80, Plat Records, Midland County, Texas.

Current Zoning: Planned District for a Shopping Center (PDSC)

Reason for Request: Revised business hours of alcohol service.

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Full-service restaurant with sit-down bar.

Proposed/Current Days and Hours of Operation: This restaurant is currently approved for the following hours of operation (to include alcohol service): Mon-Thurs: 3pm-12am (midnight) and Fri-Sun: 11am-12am (midnight)

Proposed Days and Hours of Alcohol Service: This restaurant is requesting the following hours of operation (to include alcohol service): 11am-12am (midnight) seven days a week.

Total Square Footage of Business: 7738sf + 950 sq ft of patio area

Square Footage of Alcohol Serviceable Area: 7738sf + 950 sq ft of patio area

Restroom Fixtures: *Men*	**Toilets/Urinals:** 1 / 2	**Bathroom Sinks:** 2
Women	**Toilets:** 3	**Bathroom Sinks:** 2

* Additional Unisex Restroom: 1 toilet and 1 bathroom sink*

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: 4/1/2023

Applicant (printed): Strategic Restaurant Enterprises, Inc. By: Christopher Colson/Secretary

Property Owner (signature): _____ Date: 4/3/2023

Property Owner (printed) : Mall At Midland Park, LLC, By:

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 Natalie Jett who, being by me duly sworn, upon oath says: That (s)he is authorized by Simon Property Group, 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. Bailey Stoneman

Subscribed and sworn to before me, this 3rd day of April, 2023, to certify which witness my hand and seal of office.

BAILEY STONEMAN
Notary Public, State of Texas
Comm. Expires 02-23-2027
Notary ID 134216374

Bailey Stoneman

Notary Public

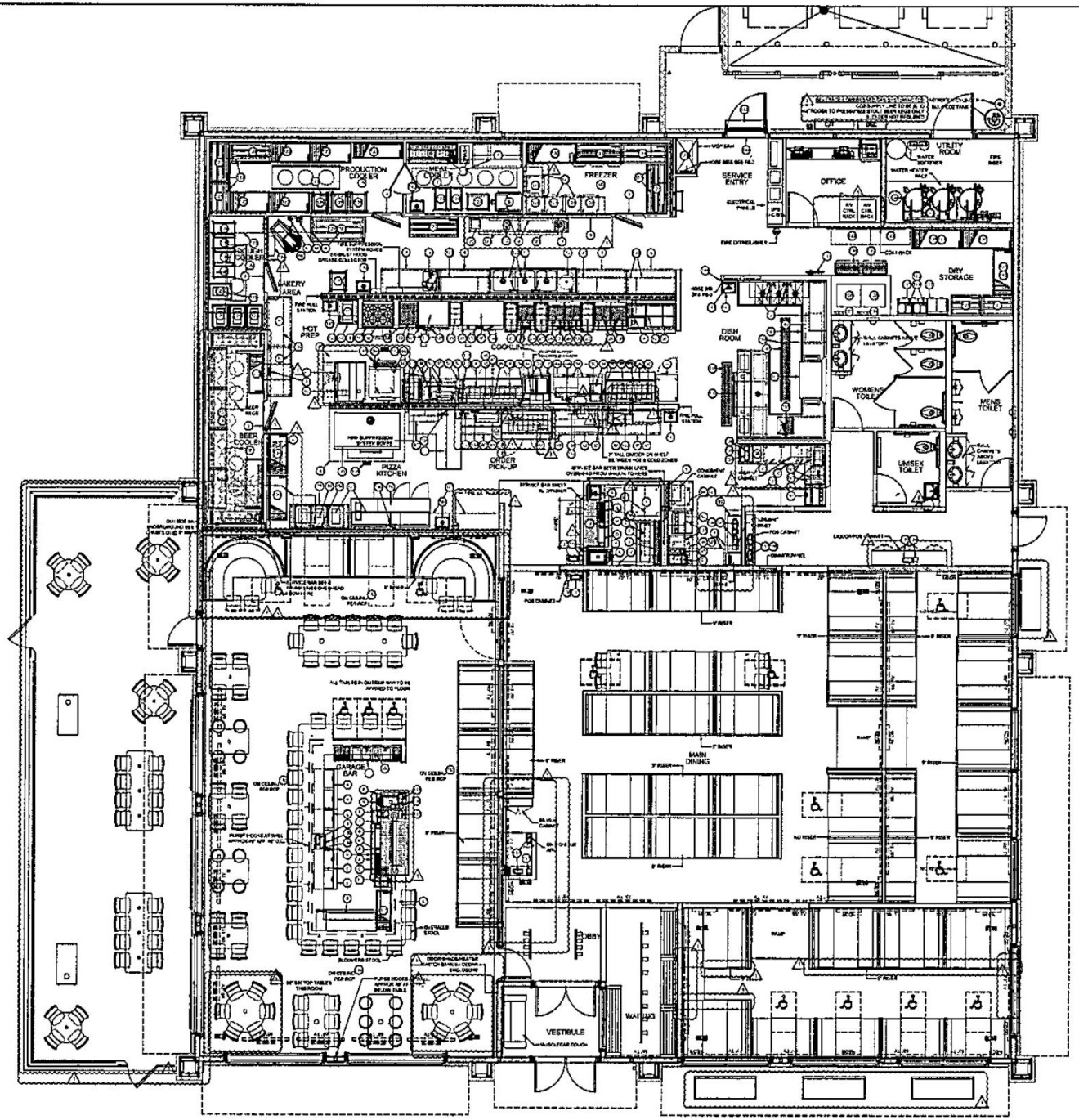
FOR OFFICE USE ONLY

- ☒ Property Owner Authorization
- ☒ Application Fee
- Check # 1129949
- ☒ Dimensioned Floor Plan
- ☒ Site Plan
- ☐ Plans in Digital Format (PDF/JPEG)

Received By: _____ Date: _____

RECEIVED
APR 05 2023
BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



EQUIPMENT LIST

ITEM #	DESCRIPTION
14	WALK-IN COOLER
15	WALK-IN PRODUCTION COOLER
16	WALK-IN MEAT COOLER
17	WALK-IN FREEZER
18	WALK-IN BEER COOLER
2	CATTLE MEN CHILLING SYSTEM
3	72"W X 30"D SHELVING
4	5'H x 60"W x 72"D SHOWROOM S.S.
5	48"H" KEY DISPENSER
6	5'-1 5/8"W x 24"D x 42"H S.S.
7	5'-1 5/8"W x 24"D x 84"H S.S.
8	5'-1 5/8"W x 24"D x 84"H SPLASHGUARD S.S.
9	96"W SHELVING
10	5'-1 5/8"W x 24"D x 84"H TOP S.S.
11	5'-1"W x 24"W x 84"H WARMER
12	48"W PREP TABLE
13	48"W PREP TABLE
14	60"W PREP TABLE
15	72"W PREP TABLE
16	96"W PREP TABLE
17	72"W PREP TABLE
18	96"W PREP TABLE
19	72"W PREP TABLE
20	96"W PREP TABLE
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78	96"W PREP TABLE
79	72"W PREP TABLE
80	96"W PREP TABLE
81	72"W PREP TABLE
82	96"W PREP TABLE
83	72"W PREP TABLE
84	96"W PREP TABLE
85	72"W PREP TABLE

ITEM #	DESCRIPTION
86	DROP-IN REFRIGERATED WELL
87	96"W SHELF
88	96"W STATION
89	96"W STATION
90	72"W TABLE
91	72"W TABLE
92	72"W TABLE
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O	72"W TABLE
P	72"W TABLE
Q	72"W TABLE
R	72"W TABLE
S	72"W TABLE

FIRE PROTECTION NOTE

FIRE EXTINGUISHERS TO BE PROVIDED HAVING A MINIMUM RATING OF 2A-10BC (NOT LESS THAN 2000 SQ. FEET OF FLOOR AREA). TRAVEL DISTANCE TO EXTINGUISHERS SHALL NOT BE LARGER THAN 75 FEET. ALL EXTINGUISHERS SHALL BE CONSPICUOUSLY LOCATED AND READILY ACCESSIBLE. THE TOP OF EXTINGUISHERS SHALL BE NO MORE THAN 5' ABOVE FLOOR AND THE BOTTOM NO LESS THAN 4 INCHES ABOVE FLOOR. NFPA 10, 6.1.1, NFPA 96

PROVIDE 6 "K" CLASS FIRE EXTINGUISHERS FOR COOKING OPERATION

FIRE EXTINGUISHERS SHALL BE INSPECTED AND TAGGED BY A STATE CERTIFIED FIRE EXTINGUISHER COMPANY. NFPA96 12.1.2.1

SEE FLOOR PLAN FOR SUGGESTED LOCATIONS OF FIRE EXTINGUISHERS

7738 TOTAL SQUARE FEET

1/4" = 1'

A in 1 TOP	4 SEATS
B in 1 TOP	2 SEATS
C in 1 TOP	10 SEATS
7 in PARTY TABLE	2 SEATS
2 in BAR STOOLS	2 SEATS
	37 in TOTAL TABLES
	TOTAL CAPACITY = 89 SEATS

xxxxxxxx.x

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TEXAS ROADHOUSE
6040 DUTCHMANS LANE
LOUISVILLE, KY 40205

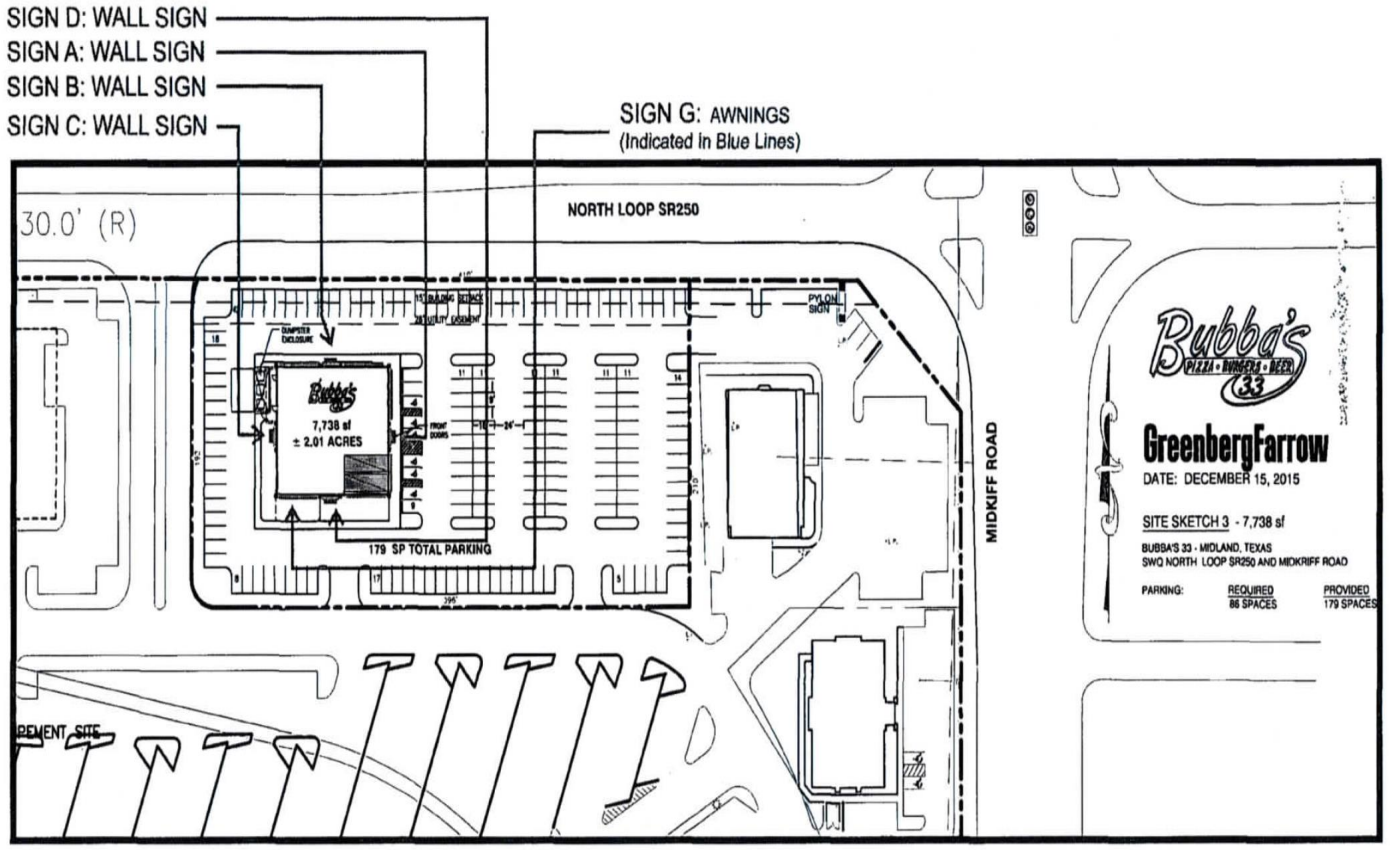
Bubba's 33
MIDLAND, TX 79707
3315 W. LOOP 250 NORTH

CONSTRUCTION SET
05.26.2016

DRAWN BY: GAM
CHECKED BY: GAM
REVISIONS 1 06.03.2016

SHEET TITLE
EQUIPMENT PLAN

SHEET #
EQ-1.0



SIGN PLACEMENT

FEDERAL HEATH
SIGN COMPANY
www.FederalHeath.com
160 W. Carmel Drive, Suite 236 Carmel, IN 46032
(317) 581-7790 Fax (317) 581-7783

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Building Quality Signage Since 1901

Revisions:
R1:2/29/16-SM-Removed sign Cabinets and replaced with Channel lettersets. Deleted Freestanding sign.

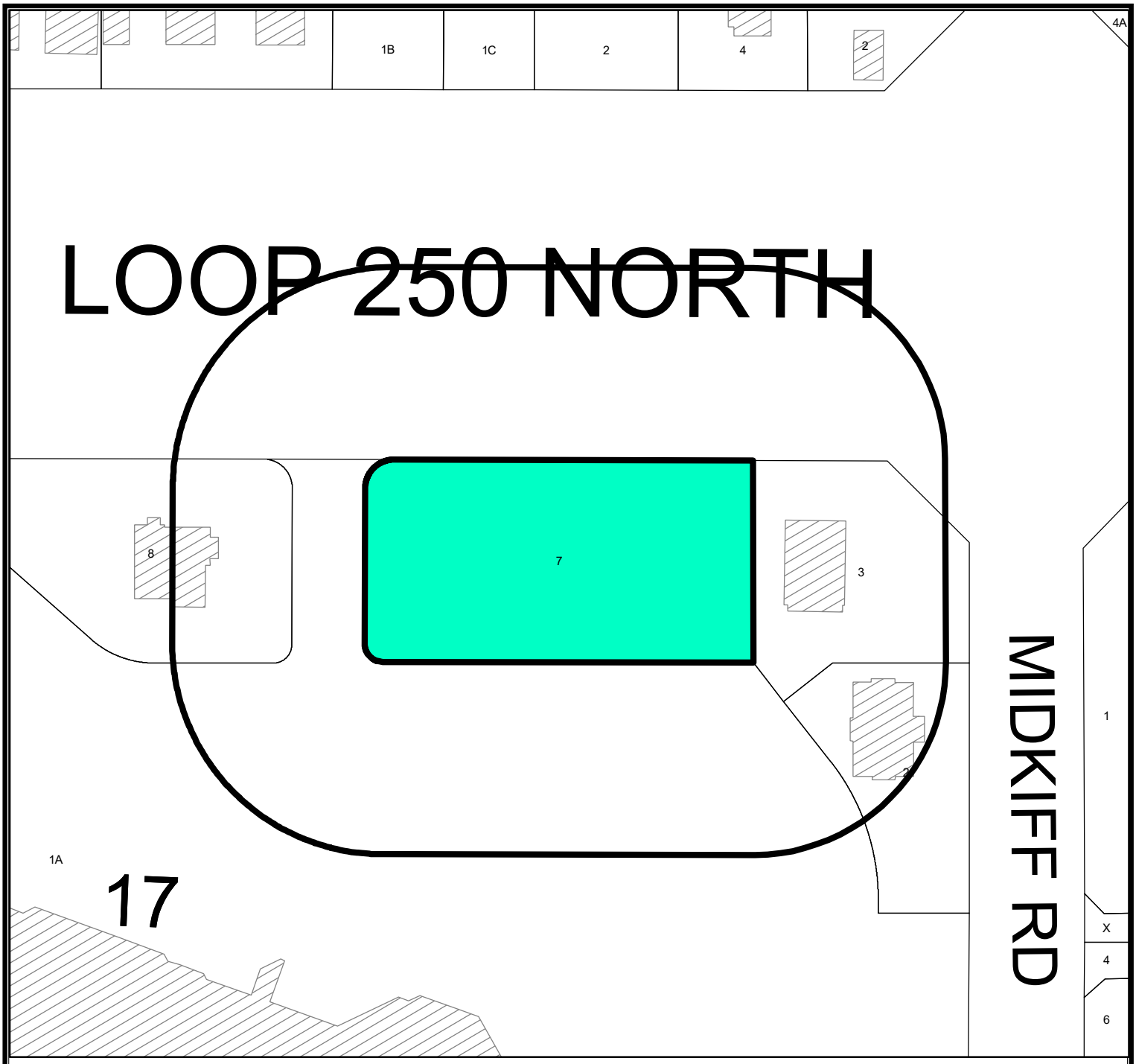
Client Approval/Date:
Landlord Approval/Date:

Account Rep: Randy Cearlock
Project Manager: S. Maeser
Drawn By: S. Maeser

Project / Location: Bubba's MIDLAND, TX

Job Number: 23-34945-10
Date: February 8, 2016
Sheet Number: 1 of 6
Design Number: 23-34945-10R1

This original drawing is provided as part of a planned project and is not to be exhibited, copied or reproduced without the written permission of Federal Heath Sign Company, LLC or its authorized agent. © 2008



LOCATION MAP

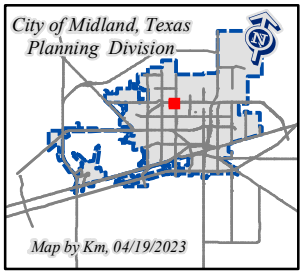
SUD-23-0156 **Scale: 1" = 200'**

Consider a request by Strategic Restaurant Enterprises, Inc. for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a restaurant, on Lot 7, Block 17, Skyline Terrance, Unit 7, City and County of Midland, Texas.

Generally located on the south side of West Loop 250 North, approximately 220-feet west of North Midkiff Road. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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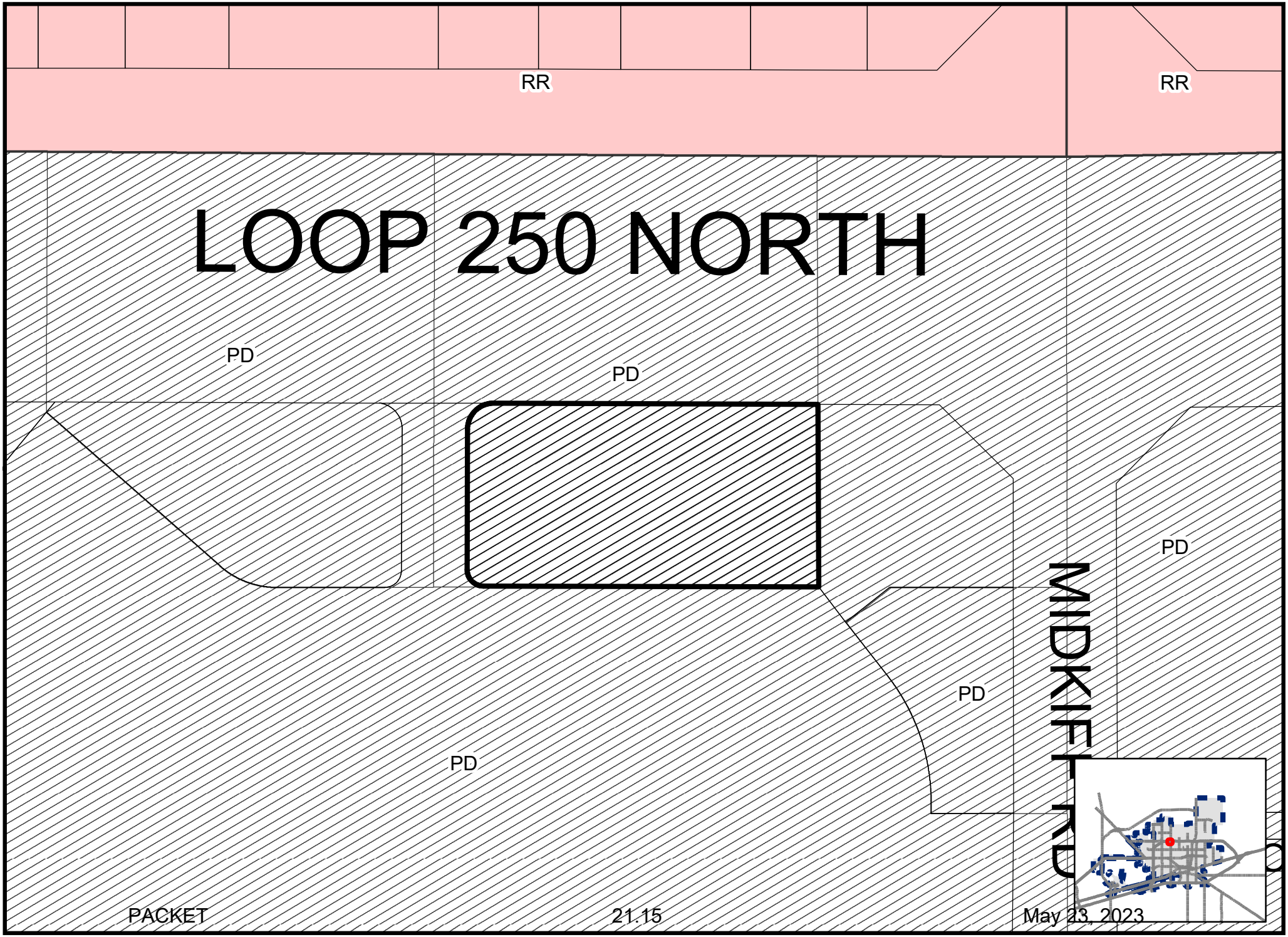
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By KM, 04/20/23

SUD-23-0156

Scale: 1" = 200'

ZONING MAP

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Bubba's
PIZZA • BURGERS • BEER
66
FDC






LONGHORN
STEAKHOUSE

City Council Meeting

Item Number: 22

Meeting Date: May 23, 2023

To: City Council / City Manager

From: Jeffrey Fisher, Planning Manager

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,472-SQUARE FOOT PORTION OF LOT 2B, BLOCK 52, BELMONT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LONGVIEW AVENUE, APPROXIMATELY 267 FEET EAST OF SOUTH BELMONT STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Karen Rodriguez, is requesting a Specific Use Designation (SUD) with Term for Alcoholic Beverages Sales for On-Premises Consumption, in a restaurant.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Discussion:

Current Zoning:

RR, Regional Retail District.

Surrounding Zoning and Land Use:

The properties to the north are zoned O-1, Office District, SF-1, Single-Family Dwelling District, SF-3, Single-Family Dwelling District, and the location of undeveloped property and residences. The property to the east is zoned PD, Planned Development District for a Shopping Center, and the location of a hotel. The property to the south (across Longview Avenue) is zoned PD, Planned Development District for a Shopping Center, and the location of retail. The properties to the west are zoned RR, Regional Retail District and the location of office and retail uses.

Analysis:

The subject property is zoned RR, Regional Retail District. The RR, Regional Retail District allows Alcoholic Beverages Sales for On-Premises Consumption with the approval of a Specific Use Designation. The restaurant is 2,472-square feet and the proposed alcohol serviceable area is 1,029-square feet. The site has adequate parking for a restaurant which requires 16 parking spots which are accounted for in a shared parking agreement for the shopping center.

The proposed hours of operation are:

Monday through Friday from 7 a.m. to 2 a.m.
Saturday and Sunday from 8 a.m. to 2 a.m.

The proposed hours of alcohol service are:

Monday through Sunday from 10 a.m. to 2 a.m.

Per Midland City Code Section 5.4.4. –Prohibited place of business

> *The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.*

There are no churches, private schools, public schools, public school grounds, athletic stadiums, or public hospitals within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across the intersection where they occur within this site.

This project has been circulated to all City departments for review. Below are the departments'

comments.

Fire: (Approved)

No objection to zone change request.

Engineering: (Approved)

No objections to zoning/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.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Building Code: (Approved)

The SUD for Gorditas Don Elver is acceptable. The property must adhere to the maximum occupant load of 68 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request complies with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4*, "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) Gorditas Don Elver is an establishment that promotes a positive environment where Midland residents can gather and socialize to build connections.

Staff recommends approval of the request of the Specific Use Designation with Term for Alcoholic Beverages Sale for On-Premises Consumption in a restaurant, subject to Conditions A through E.

Conditions:

A. That the alcohol serviceable area shall be limited to 1,029± square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the days and hours of alcoholic beverages sales and consumption shall be limited to:

Monday through Sunday from 10:00 a.m. to 2:00 a.m.

C. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

D. **That the establishment shall meet all requirements of the Fire Department and Code Administration.**

E. **That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

Letters of Objection:

As of May 10, 2023, staff have not received any letters of objection.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,472-SQUARE FOOT PORTION OF LOT 2B, BLOCK 52, BELMONT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LONGVIEW AVENUE, APPROXIMATELY 267 FEET EAST OF SOUTH BELMONT STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 2,472-square foot portion of Lot 2B, Block 52, Belmont Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 1,029 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 10:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

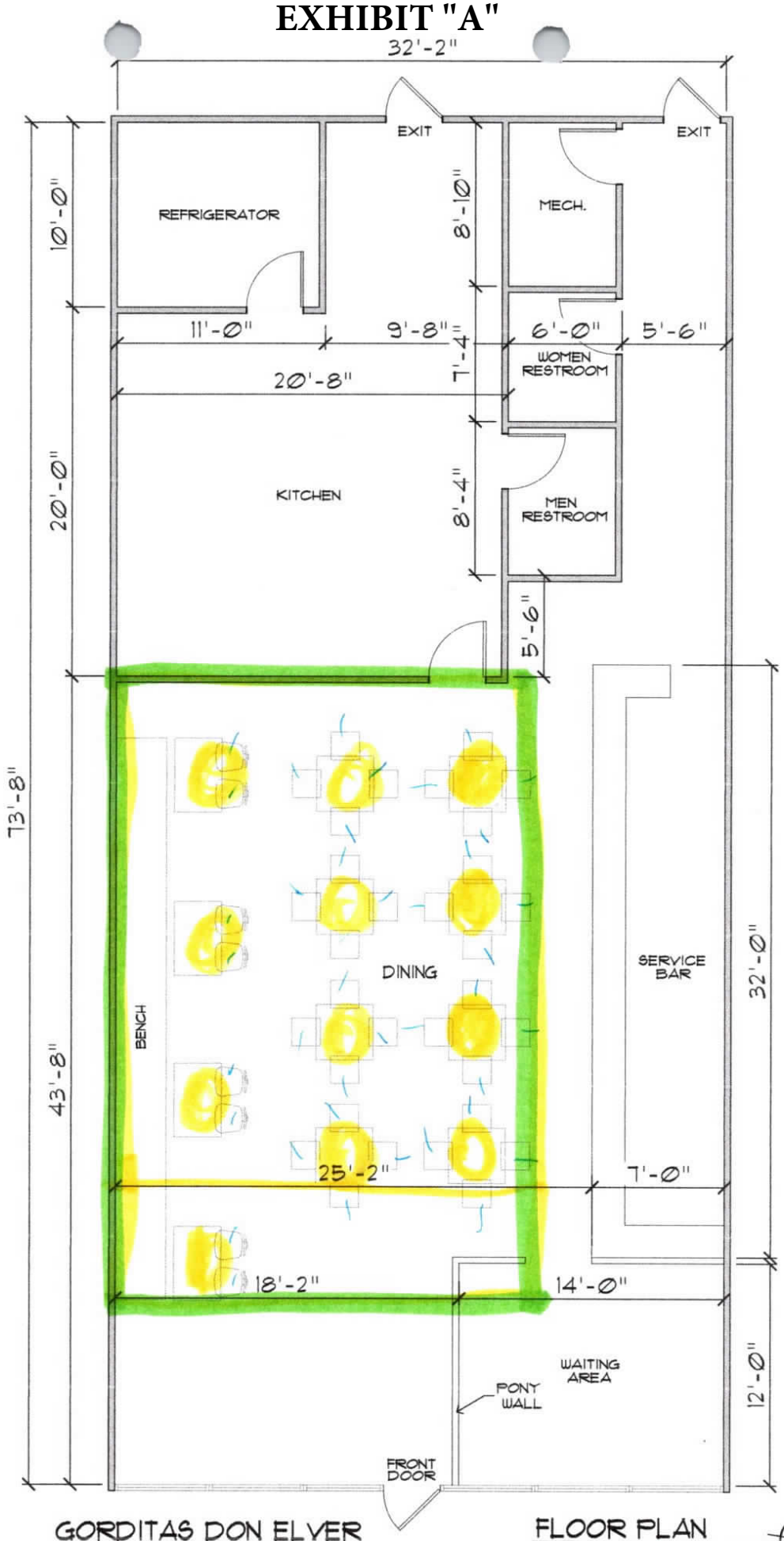
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



40 seats

GORDITAS DON ELVER

ALEX MARTINEZ. CELL:(254) 535-1931

210 W. LONGVIEW AVE. SUITE "G". MIDLAND, TEXAS 79701

FLOOR PLAN

TOTAL: 2,371 SQ. FT.

NOT TO SCALE

DATE: 3-21-23

MIDLAND Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-23-0155

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Karen Rodriguez.		Phone (915) 841-9453 Email Goditasdonelver@gmail.c	
Address: 210 W. Longview ste 6	City: Midland	State: TX	Zip: 79701
Property Owner Printed Name: Longview Avenue LLC		Phone (918) 978-3366 Email midlandcrossing@gmail.com	
Address: 10213 S 88th East Ave.	City: Tulsa	State: OK.	Zip: 74133
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 210 W. Longview ste 6.

Business Name: Goditas Don Elver.

Legal Description
Lot: 2. B Block: 52 Subdivision: Belmont Addition ~~Midland Crossing Shopping Center~~

Current Zoning: ~~COMMERCIAL~~ RR

Reason for Request: New building

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Restaurant.

Proposed/Current Days and Hours of Operation:
MON-FRI 7am-2am SAT-SUN 8am-2am

Proposed Days and Hours of Alcohol Service:
MON-SUN 10am-2am

Total Square Footage of Business: 2472

Square Footage of Alcohol Serviceable Area: 1,029.3 SQF.

Restroom Fixtures:			
Men	**Toilets/Urinals:** 1 /	**Bathroom Sinks:** 1
Women	**Toilets:** 1	**Bathroom Sinks:** 1

Submittal and Fees Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seati
  - Exits
  - Restr
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint

Signatures	
Applicant (signature): Karen	Date: 3-22-23.
Applicant (printed): Karen Rodriguez.	
Property Owner (signature):	Date:
Property Owner (printed) :	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Karen Rodriguez 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.

Karen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 30 day of MARCH, 2023, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
Joyce F Crosby
Notary Public, State of Texas
Notary ID 870596-6
My Commission Exp. 05-18-2023

Joyce F. Crosby
NOTARY PUBLIC, MIDLAND COUNTY, TEXA

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Floor Plan
☐ Application Fee	☐ Site Plan
Check #_____	☐ Plans in Digital Format (PDF/JPEG)

RECEIVED
MAR 30 2023
BY: .....

Received By:_____ Date:_____

Application will not be considered for scheduling until reviewed by Planner.

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): Karen R	Date: 3-27-23
Applicant (printed): Karen Rodriguez	
Property Owner (signature): [signature]	Date: 3/28/23
Property Owner (printed): KIRAN PONNAM	

If an agent is authorized by the property owner to file and execute application on behalf of property owner, agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____

Subscribed and sworn to before me, this _____ day of _____ 20 _ to certify which witness my hand and seal of office.

_____

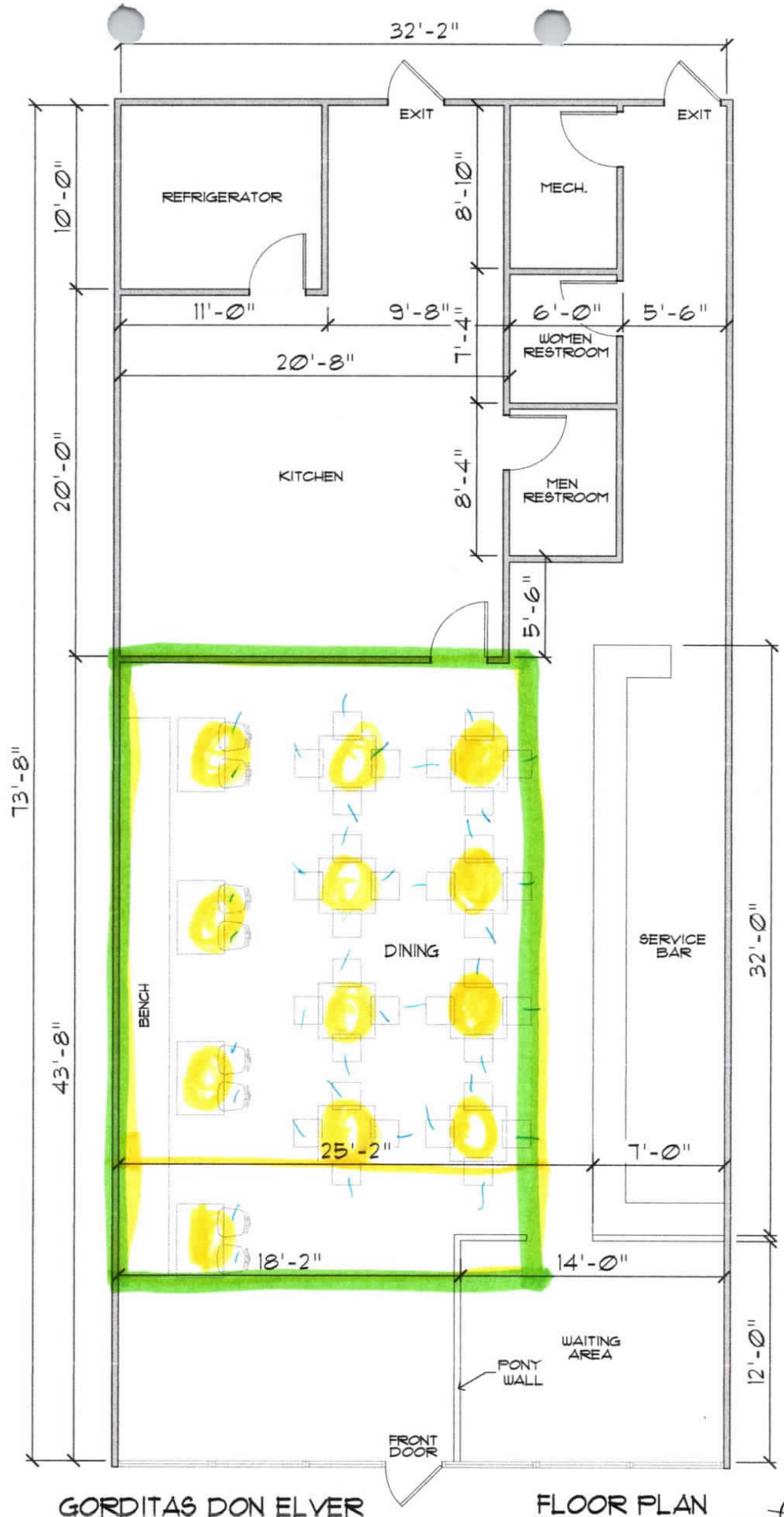
Notary Public

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 1280
- Received By: DBT
- ☑ Dimensioned Floor Plan
- ☑ Site Plan
- ☐ Plans in Digital Format (PDF/JPEG)

RECEIVED
MAR 30 2023
Date _____
BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



40 seats

GORDITAS DON ELVER

ALEX MARTINEZ. CELL:(254) 535-1932

210 W. LONGVIEW AVE. SUITE "G". MIDLAND, TEXAS 79701

FLOOR PLAN

TOTAL: 2,371 SQ.FT.

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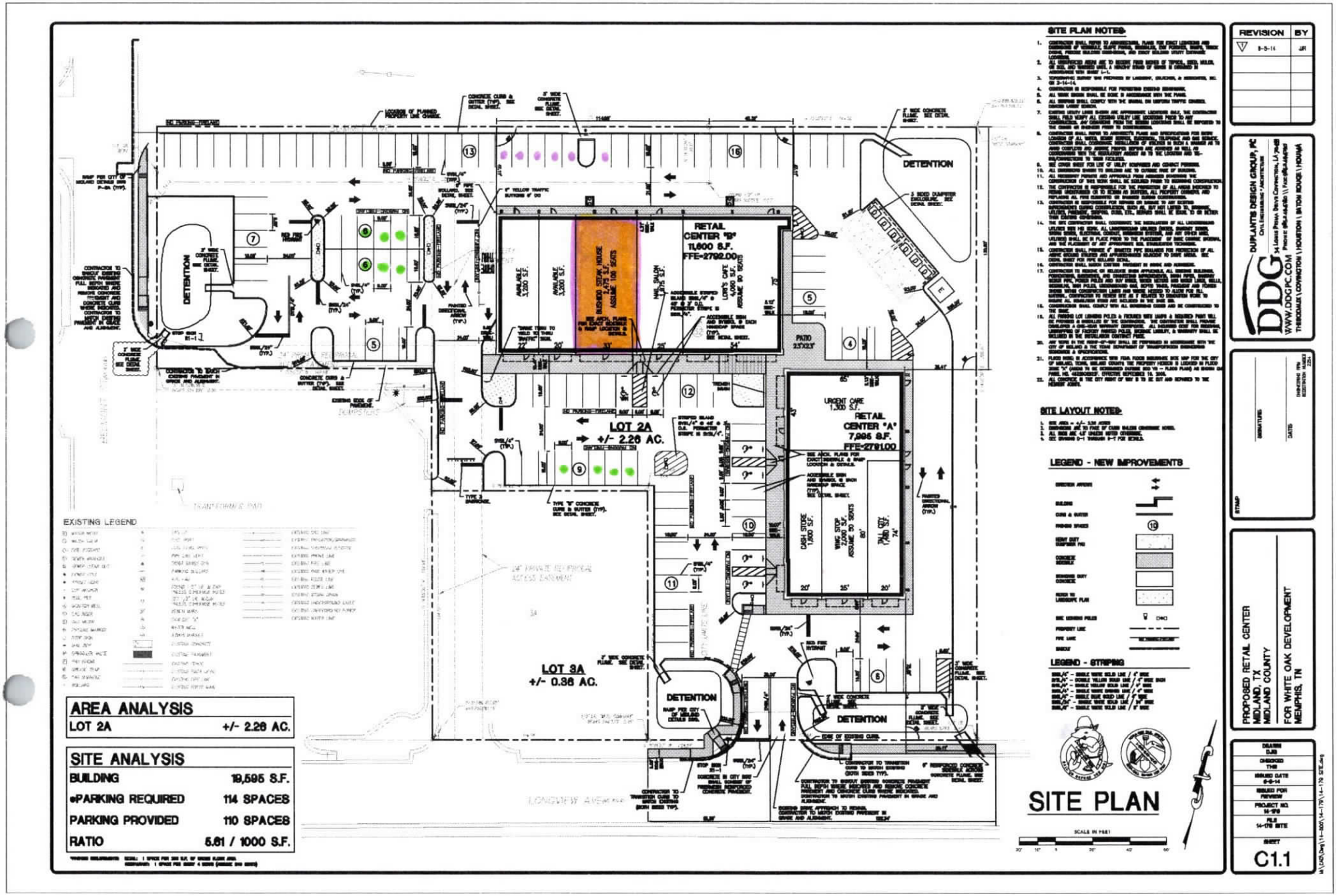
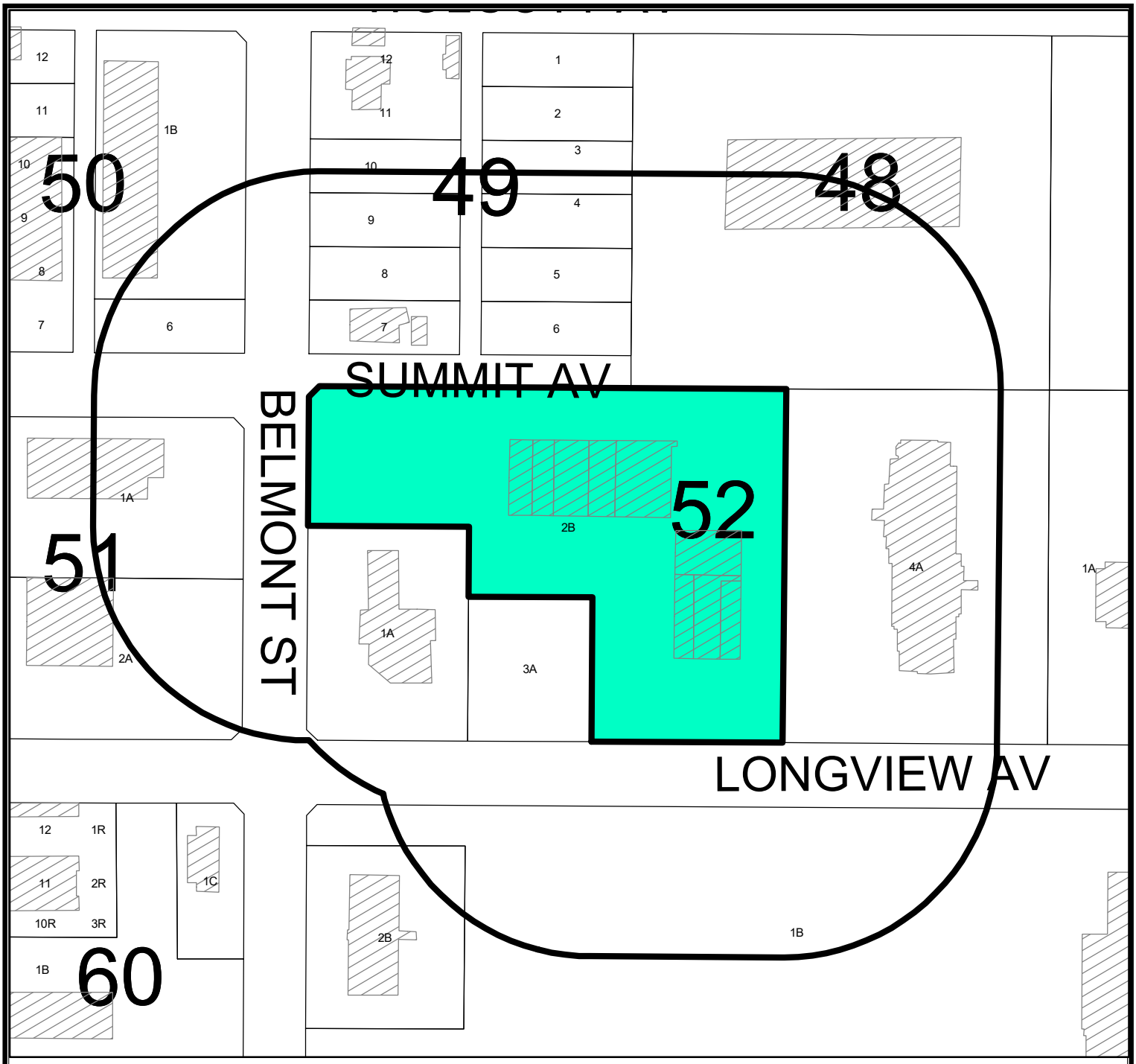

SITE PLAN NOTES:
SITE LAYOUT NOTES:
LEGEND - NEW IMPROVEMENTS
LEGEND - STRIPING
EXISTING LEGEND
RETAIL CENTER "B" 11,600 S.F. FFE=279200
RETAIL CENTER "A" 7,995 S.F. FFE=278100
URGENT CARE 1,300 S.F.
LOT 2A +/- 2.26 AC.
LOT 3A +/- 0.36 AC.
DETENTION
PATIO 2,370 S.F.
AREA ANALYSIS
LOT 2A +/- 2.26 AC.
SITE ANALYSIS
BUILDING 19,595 S.F.
•PARKING REQUIRED 114 SPACES
PARKING PROVIDED 110 SPACES
RATIO 5.61 / 1000 S.F.
SITE PLAN
REVISION
BY
DUPLANTIS DESIGN GROUP, PC
DDG
WWW.DDGPC.COM
PROPOSED RETAIL CENTER
MIDLAND, TX
MIDLAND COUNTY
FOR WHITE OAK DEVELOPMENT
MEMPHIS, TN
C1.1



LOCATION MAP

SUB-23-0155 **Scale: 1" = 200'**

Consider a request by Karen Rodriguez for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for On-Premises Consumption in a restaurant on a 2,472-square foot portion of Lot 2B, Block 52, Belmont Addition, Section 21, City and County of Midland, Texas.

Generally located on the north side of West Longview Avenue, approximately 267-feet east of South Belmont Street. - (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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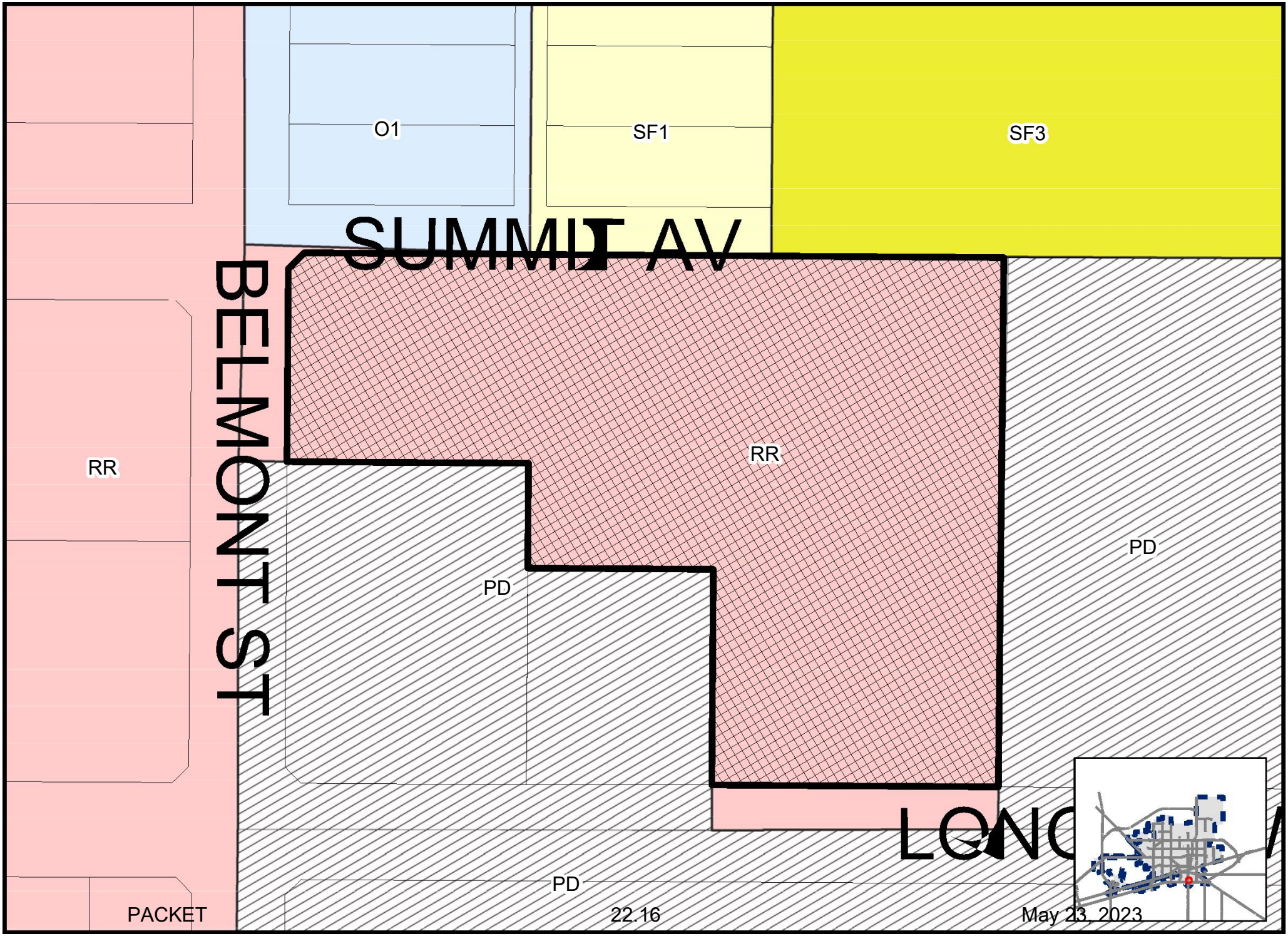
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

May 23, 2023

PACKET 22.15



Map By AW, 4/17/2023

SUD-23-0155

Scale: 1" = 200'

ZONING MAP

UCT, NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS DATA.


Health
Massage
Jian Kang
GORDITAS
DON ELVER
LAVENDER
NAILS & SPA
SUITE F
OPEN
MASSAGE
Walk-In
Appt Welcome
Free Hot Stone
Free Shower


REGIONAL FINANCE
WESTEX URGENT CARE
AMAX
AUTO INSURANCE





City Council Meeting

Item Number: 23

Meeting Date: May 23, 2023

To: City Council / City Manager

From: Landon Ochoa, Planner

Subject: AN ORDINANCE VACATING AND ABANDONING A 0.068-ACRE PORTION OF DOUGLAS AVENUE RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1 BLOCK 1, ORTLOFF ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 220 FEET WEST OF THE INTERSECTION OF WESTCLIFF DRIVE AND DOUGLAS AVENUE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $5,924.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

Mike Black is requesting to vacate a 0.068-acre portion of the Douglas Avenue cul-de-sac, located adjacent to Lot 1, Block 1, Ortloff Addition, Section 2, City and County of Midland, Texas, to extend Douglas Avenue.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2023 appraised value of the right-of-way is $2.00 per square foot, for a total value of $5,924.

Discussion:

The approximated area that will be vacated is 2,974 square feet (0.068-acres).

This request is related to the replat of Ortloff Addition, Section 8 which is currently in the preliminary phase and was approved on March 20, 2023 by the Planning & Zoning Commission.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No oil and gas issues.

Building Code: (Approved)

No objections.

Engineering: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

GIS: (Approved)

No comments.

AT&T: (Approved)

AT&T is clear of conflict and has no facilities at this location. AT&T will relinquish the utility easement to Cornerstone Housing Group.

Atmos: (Approved)

Atmos Energy has no objection to the proposed vacate of Douglas Ave. west of Westcliff Drive as referenced above. We currently have no gas lines or facilities located within this section of right of way.

Astound: (Approved)

After looking at our maps, it seems that we do not have any communications going through that section.

Oncor:

No comments received.

Suddenlink: (Approved)

We do not have any plant in this area, as the cul-de-sac was never built. We are okay with vacating this portion of the cul-de-sac.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved the request.

Therefore, staff recommends approval of the vacation of a 0.068-acre portion of the Douglas Avenue right-of-way, located adjacent to Lot 1, Block 1, Ortloff Addition, Section 2, City and County of Midland, Texas, to extend Douglas Avenue subject to conditions A through C.

Conditions:

A. **That the value of the property shall be $5,924.**

B. **That a replat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.**

Letters of Objection:

As of May 22, 2023, staff has not received any letters of objection to this request.

Attachments:

Vacation Survey (Exhibit A)
Application
Maps
Responses from Franchise Utility Companies

Morris William Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.068-ACRE PORTION OF DOUGLAS AVENUE RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1 BLOCK 1, ORTLOFF ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 220 FEET WEST OF THE INTERSECTION OF WESTCLIFF DRIVE AND DOUGLAS AVENUE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $5,924.00; AND ORDERING

WHEREAS, it has been determined by the Midland City Council that a 0.068-acre portion of Douglas Avenue right-of-way located adjacent to Lot 1 Block 1, Ortloff Addition, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

WHEREAS, an application for vacating the Property has been received by the property owners; and

WHEREAS, the City Manager has appraised the value of the City's property interest in the Property at $5,924.00, as shown in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the Property;

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

SECTION ONE. That the Property is hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby abandoning only the public interest in

the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until:

A. the City of Midland has received from the abutting property owner(s) the sum of $5,924.00; and

B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That upon the City's receipt of the sum set forth in Section Two hereof, the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the City Council on second reading on motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council by the following vote:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

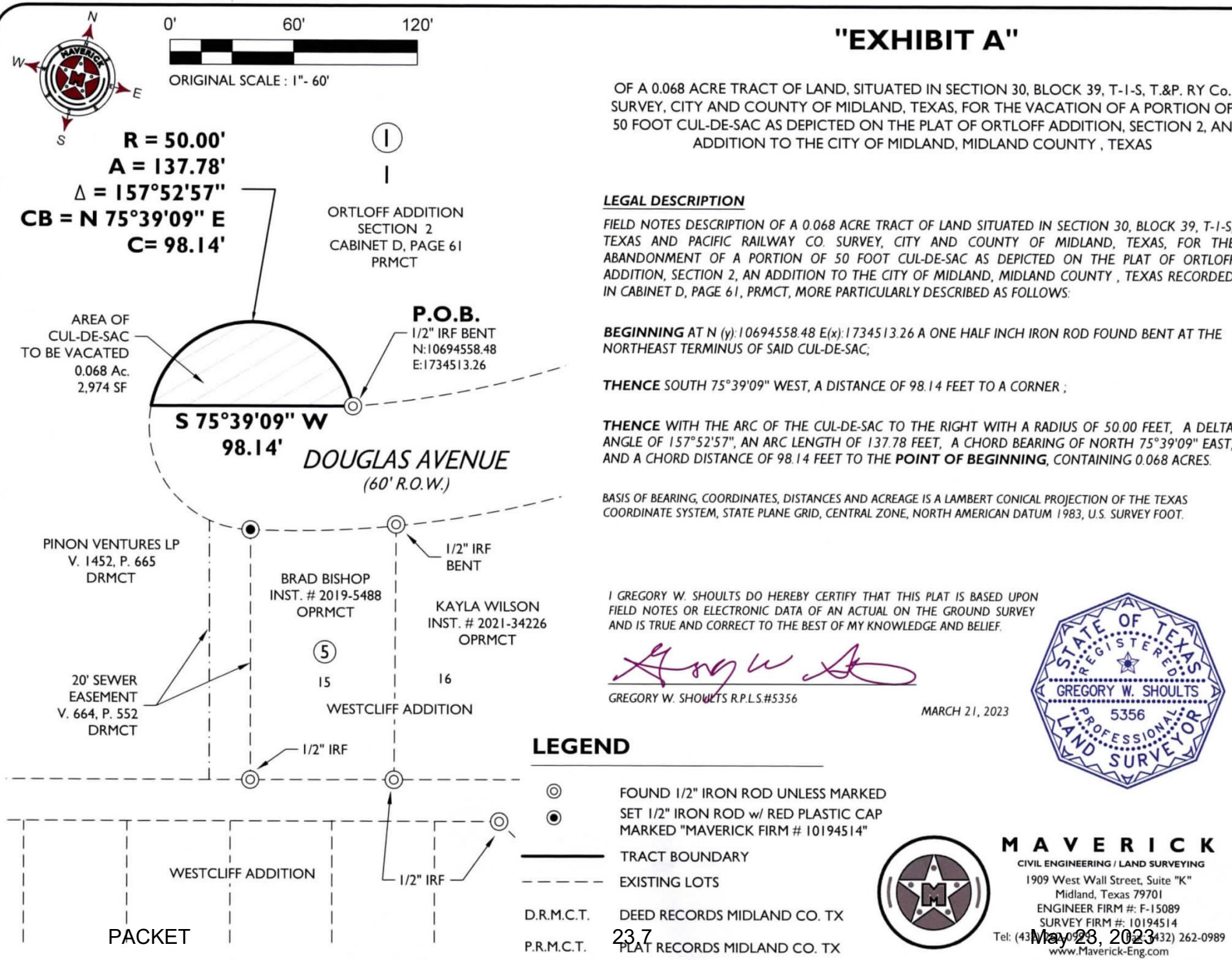
_____

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney



"EXHIBIT A"

OF A 0.068 ACRE TRACT OF LAND, SITUATED IN SECTION 30, BLOCK 39, T-1-S, T.&P. RY Co. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FOR THE VACATION OF A PORTION OF 50 FOOT CUL-DE-SAC AS DEPICTED ON THE PLAT OF ORTLOFF ADDITION, SECTION 2, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY , TEXAS

LEGAL DESCRIPTION

FIELD NOTES DESCRIPTION OF A 0.068 ACRE TRACT OF LAND SITUATED IN SECTION 30, BLOCK 39, T-1-S, TEXAS AND PACIFIC RAILWAY CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FOR THE ABANDONMENT OF A PORTION OF 50 FOOT CUL-DE-SAC AS DEPICTED ON THE PLAT OF ORTLOFF ADDITION, SECTION 2, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY , TEXAS RECORDED IN CABINET D, PAGE 61, PRMCT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

***BEGINNING** AT N (y):10694558.48 E(x):1734513.26 A ONE HALF INCH IRON ROD FOUND BENT AT THE NORTHEAST TERMINUS OF SAID CUL-DE-SAC;*

***THENCE** SOUTH 75°39'09" WEST, A DISTANCE OF 98.14 FEET TO A CORNER ;*

***THENCE** WITH THE ARC OF THE CUL-DE-SAC TO THE RIGHT WITH A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 157°52'57", AN ARC LENGTH OF 137.78 FEET, A CHORD BEARING OF NORTH 75°39'09" EAST, AND A CHORD DISTANCE OF 98.14 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.068 ACRES.*

BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE IS A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT.

I GREGORY W. SHOULTS DO HEREBY CERTIFY THAT THIS PLAT IS BASED UPON FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON THE GROUND SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GREGORY W. SHOULTS R.P.L.S.#5356

MARCH 21, 2023

STATE OF TEXAS
REGISTERED
GREGORY W. SHOULTS
5356
PROFESSIONAL
LAND SURVEYOR

LEGEND

◎	FOUND 1/2" IRON ROD UNLESS MARKED
◉	SET 1/2" IRON ROD w/ RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514"
———	TRACT BOUNDARY
- - - - -	EXISTING LOTS
D.R.M.C.T.	DEED RECORDS MIDLAND CO. TX
P.R.M.C.T.	PLAT RECORDS MIDLAND CO. TX

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0989
www.Maverick-Eng.com

Drawing : F:\2022\220187-CORNERSTONE HOUSING GROUP, LLC-SENIOR FAMILY MIDLAND TEXAS\DRAWINGS\PLAT\VACATION\220187 VACATION BOUNDARY.DWG Last Saved By: AKalenak on 3/21/23

MIDLAND
Feel the Energy!

Office of the City Manager

May 15, 2023

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.068-acre portion of Douglas Avenue right-of-way located adjacent to Lot 1 Block 1, Ortloff Addition, Section 2, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is $5,924.00. Upon the City's receipt of this sum from the adjoining property owner(s), the ordinance vacating and abandoning the City's interest in the property may be recorded in the Midland County Clerk's office.

Very truly yours,

Morris Williams, Jr.
Interim City Manager

EXHIBIT "B"

300 N. Loraine Midland, TX 79701 • 432-685-7200 • Fax 432-686-6600

MIDLAND
Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: V-23-0050

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Mike Black - Cornerstone Housing Group		Phone ( ) Email	
Address 209 S 19th St Ste 100	City Omaha	State NE	Zip 68102

Application is hereby made to the City Council to vacate the following:

- ☒ Right-of-Way
- ☐ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: Request 0.068 acre Douglas Ave R-O-W vacation adjoining 4805 Andrews Hwy, Midland, TX TX 79703. The requested R-O-W is unimproved and is not needed when Douglas Ave extends to Idlewilde Dr as planned.

Reason for Request: The applicant requests 0.068 acres of surplus cul-de-sac area shown on Exhibit A in exchange of 0.436 acres needed to extend Douglas Ave west. The applicant will use the vacated property to develop affordable senior housing. This request complies with Sec. 272.001.(a) and Sec. 272.001.(g) of the Texas Local Government Code.

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way: The vacated area will not serve a public purpose when R-O-W needed to extend Douglas Ave is dedicated. The vacation area does not provide nor is it needed to provide vehicular access to any adjacent property. The applicant will maintain the vacated area.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Site Plan (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- Atmos Energy
- Sharyland Utilities
- Oncor Electric
- AT&T
- Suddenlink Cable TV Co.
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

   c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signatures

Applicant (signature): - Mike Black		Date: 4/3/2023
Affected Property Owners:		
Signature:	Print:	Date:
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

☑ 1 FOLDED Copy of Survey Plat ☑ Plans in Digital Format (PDF/JPEG)

☑ Application Fee

Check # 4108 $400

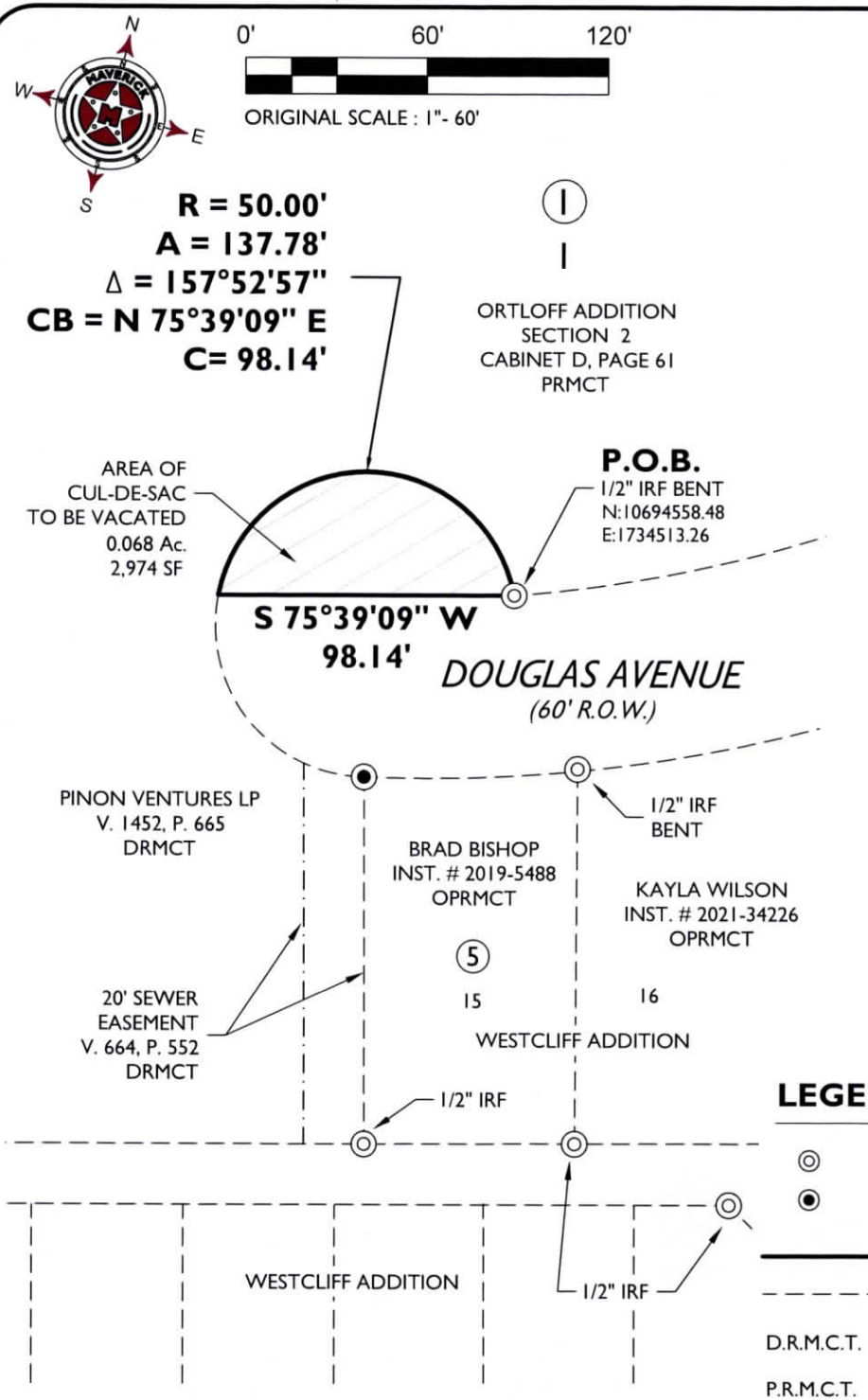
Received By: Alexandra Walling Date:

RECEIVED
APR 05 2023
BY: AW

****Application will not be considered for scheduling until reviewed by a planner.****

"EXHIBIT A"

OF A 0.068 ACRE TRACT OF LAND, SITUATED IN SECTION 30, BLOCK 39, T-1-S, T.&P. RY Co. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FOR THE VACATION OF A PORTION OF 50 FOOT CUL-DE-SAC AS DEPICTED ON THE PLAT OF ORTLOFF ADDITION, SECTION 2, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY , TEXAS



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GREGORY W. SHOULTS R.P.L.S.#5356

MARCH 21, 2023

STATE OF TEXAS
REGISTERED
GREGORY W. SHOULTS
5356
PROFESSIONAL
LAND SURVEYOR

LEGEND

◎	FOUND 1/2" IRON ROD UNLESS MARKED
◉	SET 1/2" IRON ROD w/ RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514"
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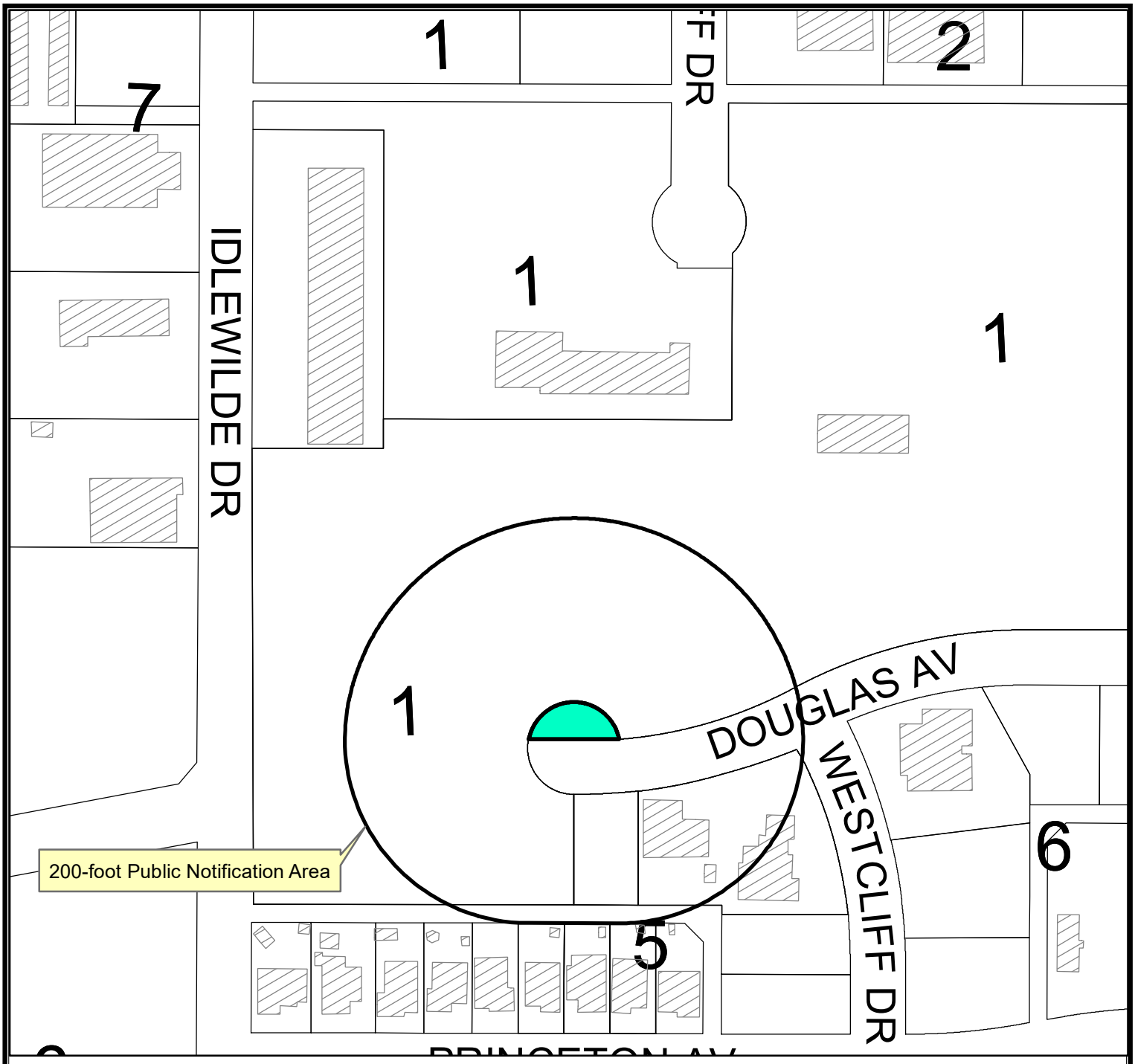
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

May 23, 2023
23.11
PACKET



LOCATION MAP

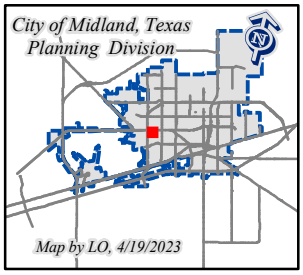
V-23-0050 **Scale: 1" = 1,862'**

Consider a request by Mike Black for a vacation of a 0.068-acre portion of the Douglas Avenue cul-de-sac, located adjacent to Lot 1, Block 1, Ortloff Addition, Section 2, City and County of Midland, Texas.

Generally located 220 feet west of the intersection of Westcliff Drive and Douglas Avenue. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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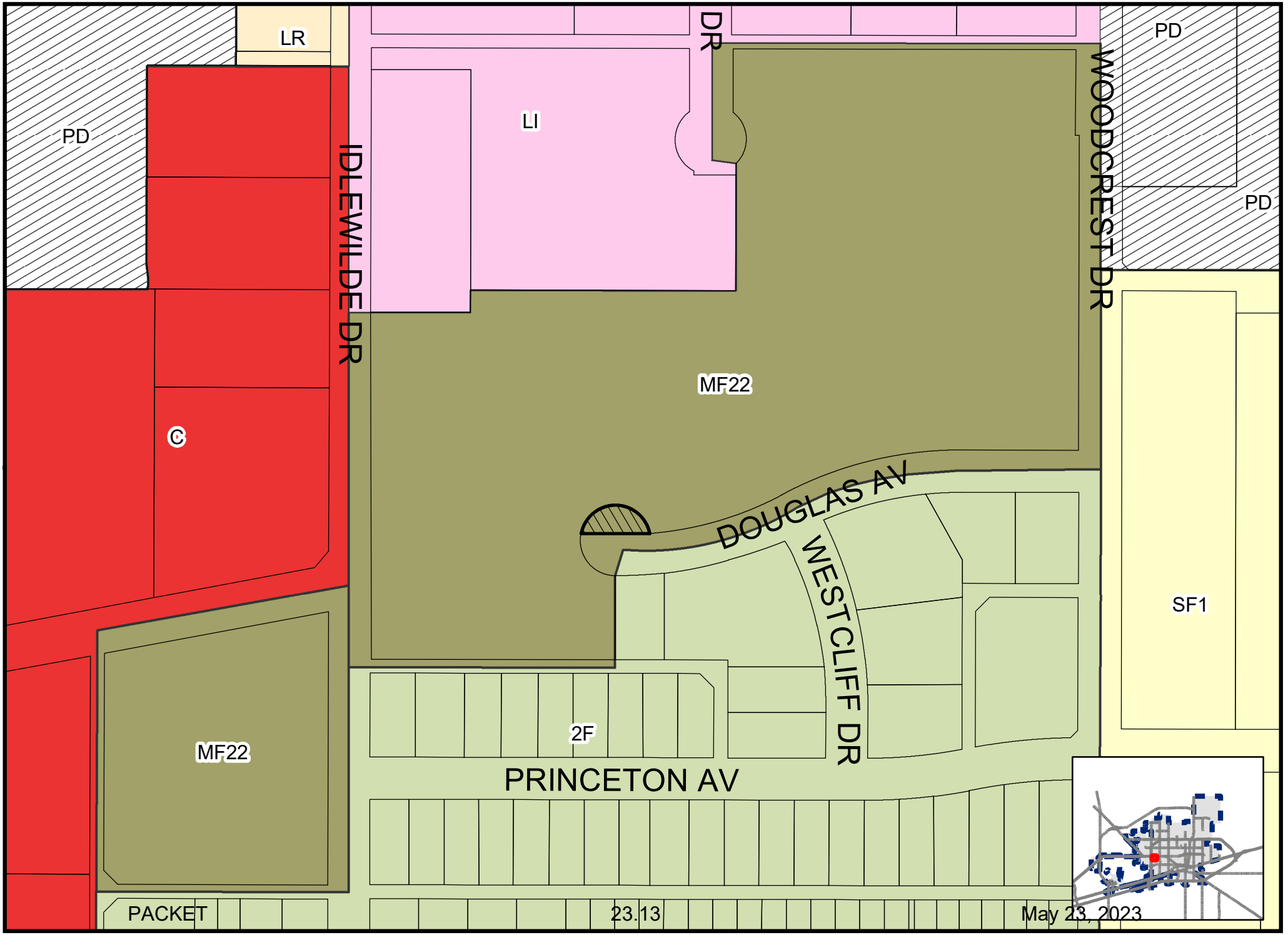

Map By LO, 4/19/2023

V-23-0050

Scale: 1" = 2,058'

ZONING MAP

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April 19, 2023

Mr. Mark Lieb
Atmos Energy
P.O. Box 1111
Midland, Texas 79702

CUL-DE-SAC PORTION: Please see attached Exhibit A and map.

CASE NO.: V-23-0050
CASE NAME: Ortloff Addition, Section 8

Dear Mr. Lieb,

Mike Black has submitted a request to vacate the above described portion of a cul-de-sac (see attached exhibit). Please advise if your company has utilities within this portion of the cul-de-sac. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7405 if you have any questions. You can send your response via email to ljochoa@midlandtexas.gov.

Thank you for your assistance.

Sincerely,

Landon Ochoa

_____

Landon Ochoa
Planner
Planning Division

Attachment:
Exhibit A
Map

April 19, 2023

Mr. Jerry Underwood
AT&T Manager Outside Plant Planning & Engineering Design
410 W. Missouri Avenue, Second Floor
Midland, Texas 79701

CUL-DE-SAC PORTION: Please see attached Exhibit A and map.

CASE NO.: V-23-0050
CASE NAME: Ortloff Addition, Section 8

Dear Mr. Underwood,

Mike Black has submitted a request to vacate the above described portion of a cul-de-sac (see attached exhibit). Please advise if your company has utilities within this portion of the cul-de-sac. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7405 if you have any questions. You can send your response via email to ljochoa@midlandtexas.gov.

Thank you for your assistance.

Sincerely,

Landon Ochoa

_____

Landon Ochoa
Planner
Planning Division

Attachment:
Exhibit A
Map

April 19, 2023

Mr. Gustavo Ortega, Mr. Chad Blankenship, & Mr. Martin Arguello
Oncor Electric Delivery Company
2401 W. Industrial Ave.
Midland, Texas 79701

CUL-DE-SAC PORTION: Please see attached Exhibit A and map.

CASE NO.: V-23-0050
CASE NAME: Ortloff Addition, Section 8

Dear all,

Mike Black has submitted a request to vacate the above described portion of a cul-de-sac (see attached exhibit). Please advise if your company has utilities within this portion of the cul-de-sac. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7405 if you have any questions. You can send your response via email to ljochoa@midlandtexas.gov.

Thank you for your assistance.

Sincerely,

Landon Ochoa

_____

Landon Ochoa
Planner
Planning Division

Attachment:
Exhibit A
Map

MIDLAND
Planning Division

April 19, 2023

Mr. Montez, Mr. Zapata, & Mr. Revilla
Altice USA
2530 S. Midkiff
Midland, Texas 79701

CUL-DE-SAC PORTION: Please see attached Exhibit A and map.

CASE NO.: V-23-0050
CASE NAME: Ortloff Addition, Section 8

Dear all,

Mike Black has submitted a request to vacate the above described portion of a cul-de-sac (see attached exhibit). Please advise if your company has utilities within this portion of the cul-de-sac. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7405 if you have any questions. You can send your response via email to ljochoa@midlandtexas.gov.

Thank you for your assistance.

Sincerely,

Landon Ochoa

_____

Landon Ochoa
Planner
Planning Division

Attachment:
Exhibit A
Map

April 19, 2023

Mr. Ruben Guerra
Grande Communication
2401 E. I-20
Odessa, Texas 79766

CUL-DE-SAC PORTION: Please see attached Exhibit A and map.

CASE NO.: V-23-0050
CASE NAME: Ortloff Addition, Section 8

Dear Mr. Guerra,

Mike Black has submitted a request to vacate the above described portion of a cul-de-sac (see attached exhibit). Please advise if your company has utilities within this portion of the cul-de-sac. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7405 if you have any questions. You can send your response via email to ljochoa@midlandtexas.gov.

Thank you for your assistance.

Sincerely,

Landon Ochoa

_____

Landon Ochoa
Planner
Planning Division

Attachment:
Exhibit A
Map




SunSport





City Council Meeting

Item Number: **24**

Meeting Date: **May 23, 2023**

To: **City Council / City Manager**

From: **Landon Ochoa, Planner**

Subject: **RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A STEAK SALE ON LOT 1A, BLOCK 17, SKYLINE TERRACE, UNIT 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST LOOP 250 NORTH AND NORTH MIDKIFF ROAD) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DISTRICT 1) (DEVELOPMENT SERVICES)**

Purpose:

Consider a request by Lois Lokey for approval of a Temporary Land Use Permit for a steak sale.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

Lois Lokey is requesting a Temporary Land Use permit to have steak sale located on the above described property as seen on the attached site (Exhibit A). There be no alcohol at this event. There will be no live music and no peace officers will be provided. There will be one men's toilet and one woman's toilet. The restrooms inside the nearby mall will be used as well.

The event will last from

Thursday, June 1 from 10 a. m. to 12 p. m. (setup)
Thursday, June 1 from 12 p. m. to 8 p. m. (event)

Friday, June 2 to Saturday, June 17 from 10 a. m. to 8 p. m. (event)
Sunday, June 18 from 10 a. m. to 7 p. m. (event)
Sunday, June 18 from 7 p. m. to 8 p. m. (tear-down)

This request has been circulated to all pertinent City departments for review. Below are the departments's comments:

Engineering: (Approved)

No objection.

Transportation: (Approved)

No objection.

Fire: (Approved)

No comments

Building Code: (Approved)

No objections. All canopies, tents, and stages must be erected according to manufacturer's instruction and anchored down or tied down in a manner that prevents damage to other properties and helps to prevent a safety risk to other people in the event of adverse weather. All sanitary facilities must be maintained in a reasonable manner and easily located by the public.

Oil and gas: (Approved)

No Oil and Gas issues.

Planning:

This temporary land use permit for vendor markets is in compliance with Goal #2 of Chapter 7 of the Tall City Tomorrow Comprehensive Plan, which is to "create a 'cultural core' in Downtown Midland that is a living, working, and entertainment destination," as it provides an event that citizens and visitors of Midland can attend.

Staff recommends approval of this request for a Temporary Land Use permit subject to conditions A through F:

A. That the day and hours of the Star Steak Sale shall be limited to:

Thursday, June 1 from 10 a. m. to 12 p. m. (setup)
Thursday, June 1 from 12 p. m. to 8 p. m. (event)
Friday, June 2 to Saturday, June 17 from 10 a. m. to 8 p. m. (event)
Sunday, June 18 from 10 a. m. to 7 p. m. (event)
Sunday, June 18 from 7 p. m. to 8 p. m. (tear-down)

B. That the operation of the Event shall conform to the site plan, which is attached hereto as "Exhibit A" and incorporated herein for all purposes.

C. That the event shall comply with all requirements of the Fire Code; the applicant shall call for an inspection by the Fire Marshal prior to commencing the event.

D. That the Code Administration Division and the Planning Division shall be notified no later than 48 hours preceding the event.

E. That the applicant shall obtain approval from the Solid Waste Department for a refuse collection and clean-up plan prior to the Event.

F. That Lois Lokey shall be responsible for ensuring that the conditions of this permit are observed.

Letters of Objection:

As of May 12, 2023, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Maps

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A STEAK SALE ON LOT 1A, BLOCK 17, SKYLINE TERRACE, UNIT 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST LOOP 250 NORTH AND NORTH MIDKIFF ROAD) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS

WHEREAS, pursuant to Section 11.1-4.05 of the City Code of Midland, Texas, Lois Lokey (the "Applicant") has applied for authorization to temporarily use Lot 1A, Block 17, Skyline Terrace, Unit 7, City and County of Midland, Texas (the "Property") for a steak sale (the "Event"); and

WHEREAS, the Council finds and determines that such temporary use shall be allowed;

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

SECTION ONE. That the Applicant is hereby authorized by the City Council to temporarily use the Property for the Event subject to the following conditions and restrictions:

A. That the days and hours of operation of the Event shall be limited to the following:

Thursday, June 1, 2023, from 12:00 p.m. (noon) to 8:00 p.m.;

Friday, June 2 through Saturday, June 17, 2023, from 10:00 a.m. to 8:00 p.m.;

Sunday, June 18, 2023, from 10:00 a.m. to 7:00 p.m.

B. That the days and hours of set-up and tear-down of the Event shall be limited to the following:

Thursday, June 1, 2023, from 10:00 a.m. to 12:00 p.m. (noon);

and

Sunday, June 18, 2023, from 7:00 p.m. to 8:00 p.m.

C. That the operation of the Event shall conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

D. That the Event shall be operated in compliance with all requirements of the Fire Code. The Applicant shall call for an inspection by the Fire Marshal prior to commencing operation of the Event.

E. That the Applicant shall obtain approval from the Solid Waste Department for

F. That the Code Administration Division and the Planning Division shall a refuse collection and clean-up plan prior to operation of the Event. be

G. That the Applicant shall be responsible for ensuring that the conditions notified no later than 48 hours preceding operation of the Event. herein

SECTION TWO. That the City Council reserves at all times the full right and are observed and satisfied. power

to revoke said temporary use for violation of any of its terms or any misrepresentations

On motion of Council member _____, seconded by Council member contained in the application, after a hearing of which the holder of said temporary use has

_____, the above and foregoing resolution was adopted by the City Council of the been given at least one (1) day notice.

Council members voting "AYE":

City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by

Council members voting "NAY":

the following vote:

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____

Morris Williams, Jr., Interim City Manager

APPROVED AS TO CONTENT

AND COMPLETENESS:

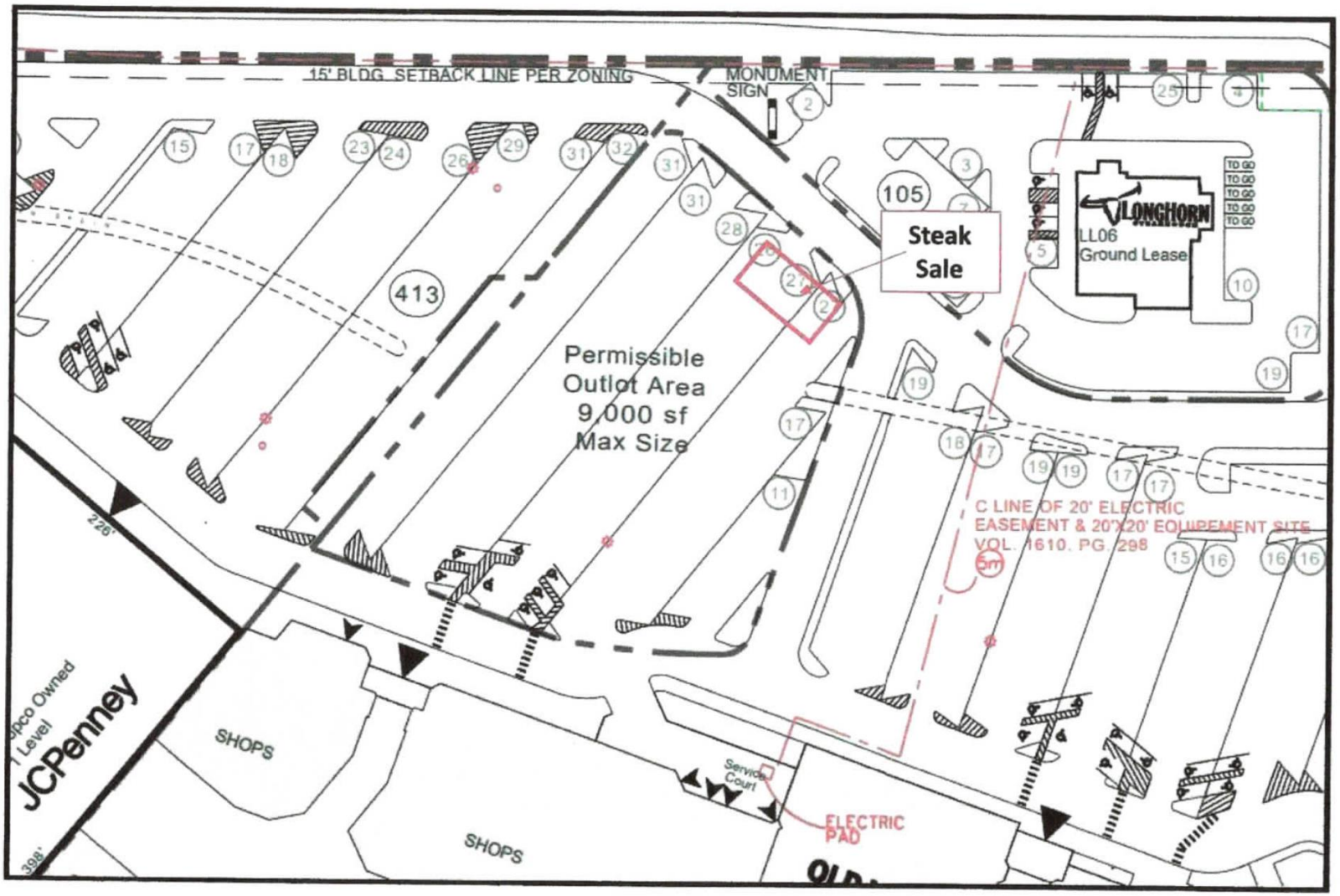
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

EXHIBIT "A"


15' BLDG. SETBACK LINE PER ZONING
MONUMENT SIGN
105
Steak Sale
LONGHORN
LL06
Ground Lease
413
Permissible Outlot Area 9,000 sf Max Size
C LINE OF 20' ELECTRIC EASEMENT & 20'X20' EQUIPEMENT SITE VOL. 1610, PG. 298
JCPenney
SHOPS
SHOPS
Service Court
ELECTRIC PAD

MIDLAND Planning Division

Temporary Land Use Application

Project Number: TLU-23-0135

Case Number:

Event Name: Star Steak Co

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Lois Lokey		Phone 901-486-6763 Email loisgatlin@aol.com	
Address 1505 Glendell Cir	City Columbia	State MS	Zip 39429

Property Owner Printed Name: Midland Park Mall		Phone 901-486-6763 Email loisgatlin@aol.com	
Address 4511 North Midkiff Rd	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name: Lois Lokey		Phone ( ) 901-486-6763 Email loisgatlin@aol.com	
Address	City	State	Zip

Street Address: 4511 North Midkff Rd., Midland TX 79705

Legal Description
Lot: 1A Block: 17 Subdivision: Skyline Terrace

Current Zoning:

Type of Temporary Use Requested:

Description of Event: 20x20 Tent set up in the parking lot for the retail sale of Prepackaged Frozen Food. No power, sewer or road closure is needed for the event. And the customers can use the rest rooms inside the mall.

Duration of Temporary Use: June 1 to June 18, 2023
If event lasts for more than (1) day and is located within any residential district or is located within 1,000 feet of any residential district, then a public hearing is required.

Proposed Days and Hours: Monday to Sunday 10:00am to 8:00pm.

Will alcoholic beverages be sold? ☐ Yes ■ No
If yes, you must comply with all Texas Alcoholic Beverage Commission (TABC) regulations for the event.

Are you requesting the temporary closure of any streets? ☐ Yes ■ No
If yes, you must:

A. Complete the **"Special Event and Street Closure Application"**, available from the Planning Division (4th Floor, City Hall), as well as submit a **"Traffic Control Plan"** to the Transportation Division (5th Floor, City Hall).
B. Provide the City with a **general liability insurance certificate**, naming the **City** as an **Additional Insured**, in the amount of one million dollars ($1,000,000) for the term of the closure.

Number of Peace Offices Provided: None *Contact the Midland Police Department to schedule off-duty police officers.*		
Type of Music (*carnival, live, etc.*): None		
Showmobile (*portable stage*) **Requested:** ☐ Yes ■ No	Days & Hours:	
Number of Restroom Fixtures Provided: *Men*	**Toilets/Urinals:** 1 /	**Bathroom Sinks:** 1
Women	**Toilets:** 1	**Bathroom Sinks:** 1
Unisex	**Toilets:** Restrooms inside Mall	**Bathroom Sinks:** 1

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Damage Deposit
- Clean-Up Deposit
- 1 FOLDED Copy of Site Plan*
- Digital Copies of Site Plan (PDF/JPEG)

**Should show existing buildings, parking, access arrangements, surrounding streets, activity areas, areas of alcoholic beverage sales, proposed street closures, etc.*

Signatures	
Applicant (signature): Lois Lokey	Date: 4/19/23
Applicant (printed): Lois Lokey	
Property Owner (signature):	Date: 4/19/2023
Property Owner (printed): Natalie Jeth	
Representative (signature):	Date:
Representative (printed) :	

The Temporary Land Use Permit shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

****Application will not be considered for scheduling until reviewed by a planner.****

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Heather C. Anderson who, being by me duly sworn, upon oath says: That (s)he is authorized by Midland Park Mall, 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.

Heather C. Anderson
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 19th day of April, 2023, to certify which witness my hand and seal of office.

Triston Collins
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

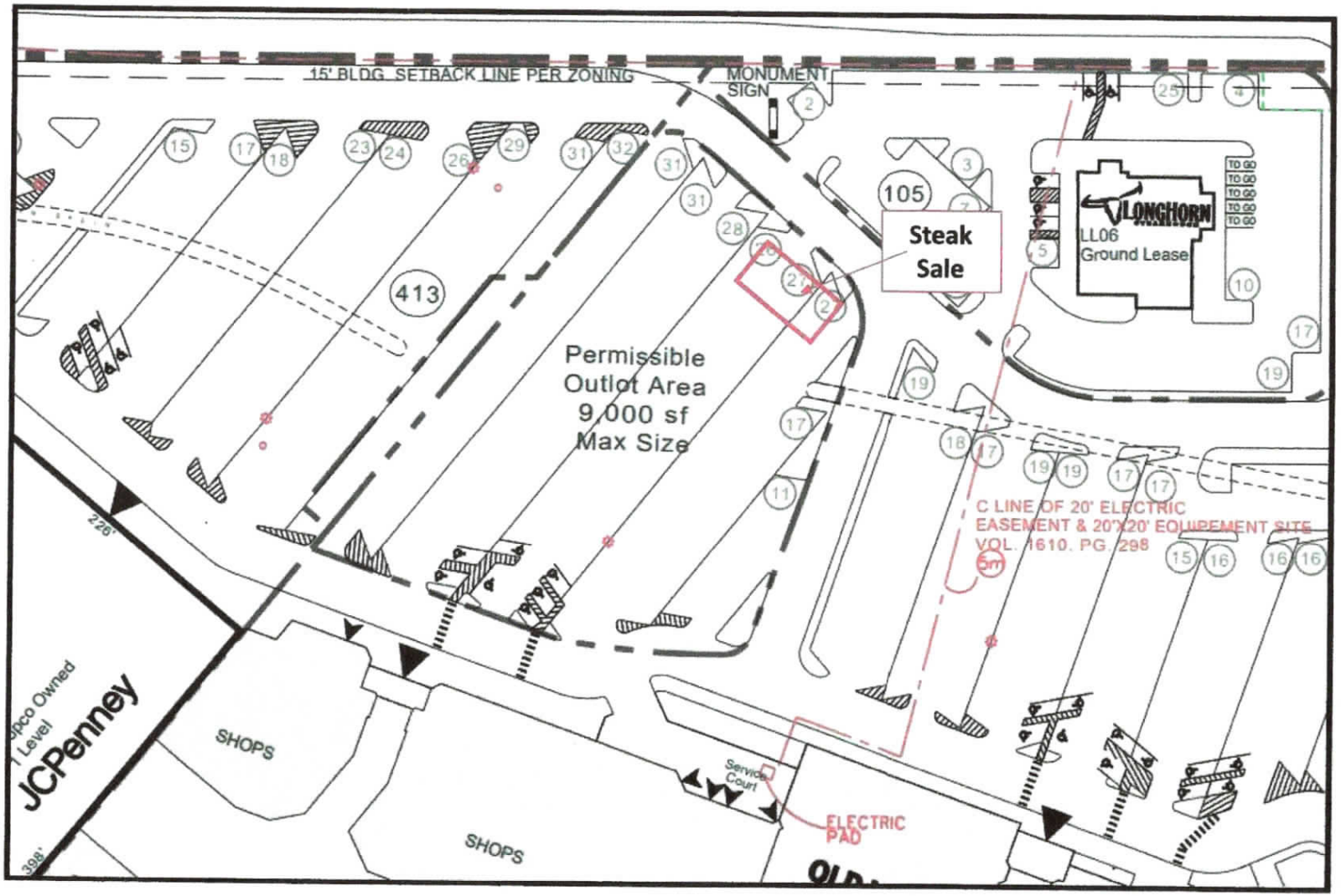
TRISTON COLLINS
Notary Public, State of Texas
Comm. Expires 03-14-2027
Notary ID 134251003

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Liability Insurance (Street Closure)
☐ Dimensioned Site Plan	☐ Traffic Control Plan (Street Closure)
☐ Plans in Digital Format (PDF/JPEG)	☐ Clean-Up Deposit
☐ Application Fee	Check #_____
Check #_____	☐ Damage Deposit
☐ Administrative Approval	Check #_____
Received By: KM	Date: RECEIVED APR 25 2023

BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****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MONUMENT SIGN
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LONGHORN
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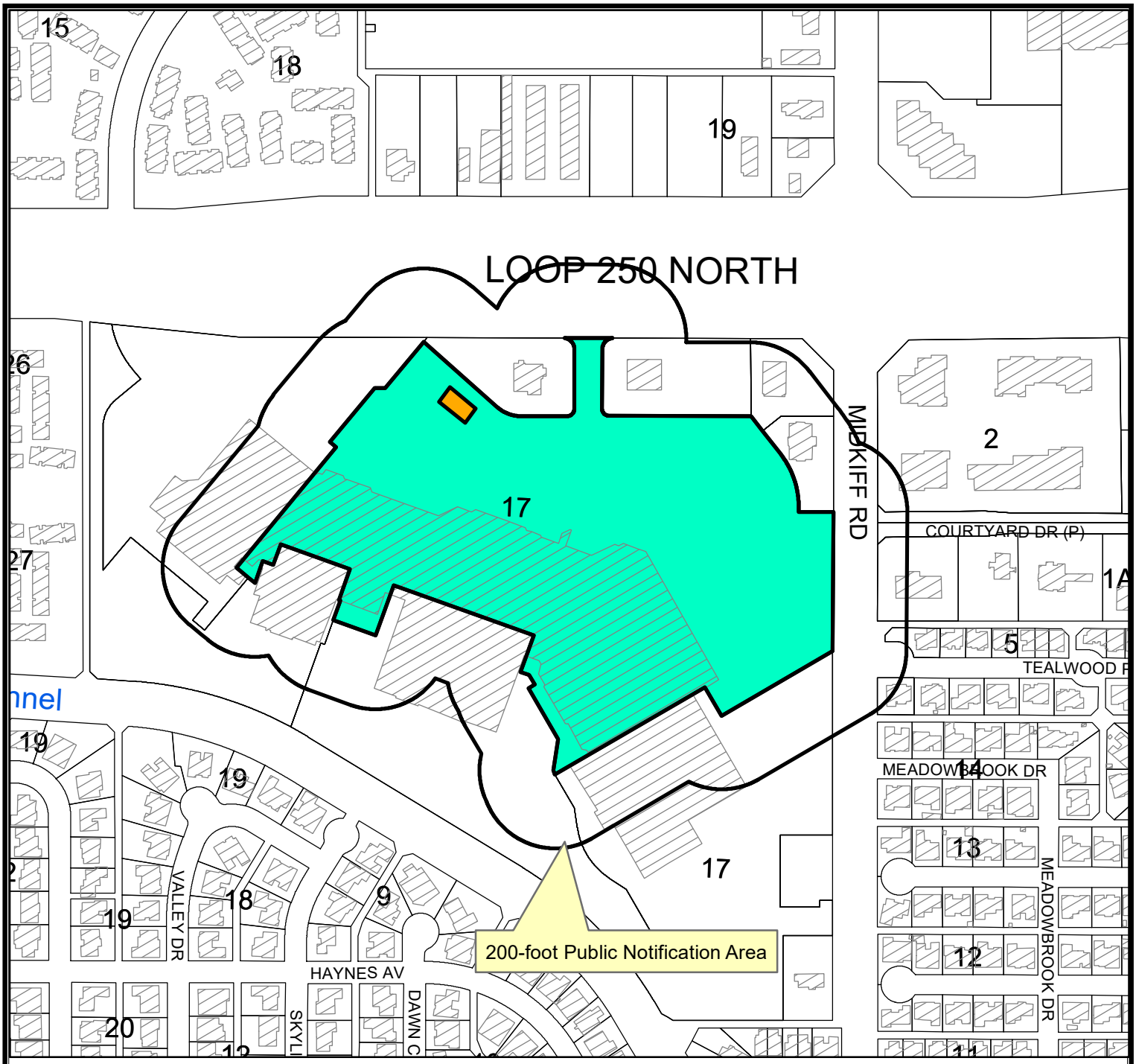
JCPenney
SHOPS
SHOPS
Service Court
ELECTRIC PAD
226'
398'



LOCATION MAP

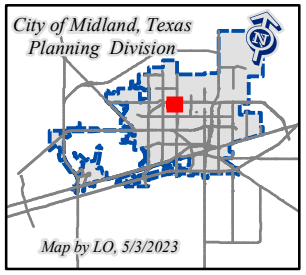
TLU-23-0135 **Scale: 1" = 4,656'**

A resolution on a request by Lois Lokey for a Temporary Land Use Permit for a steak sale on Lot 1A, Block 17, Skyline Terrace, Unit 7, City and County of Midland, Texas.

Generally located at the intersection of Loop 250 North and Midkiff. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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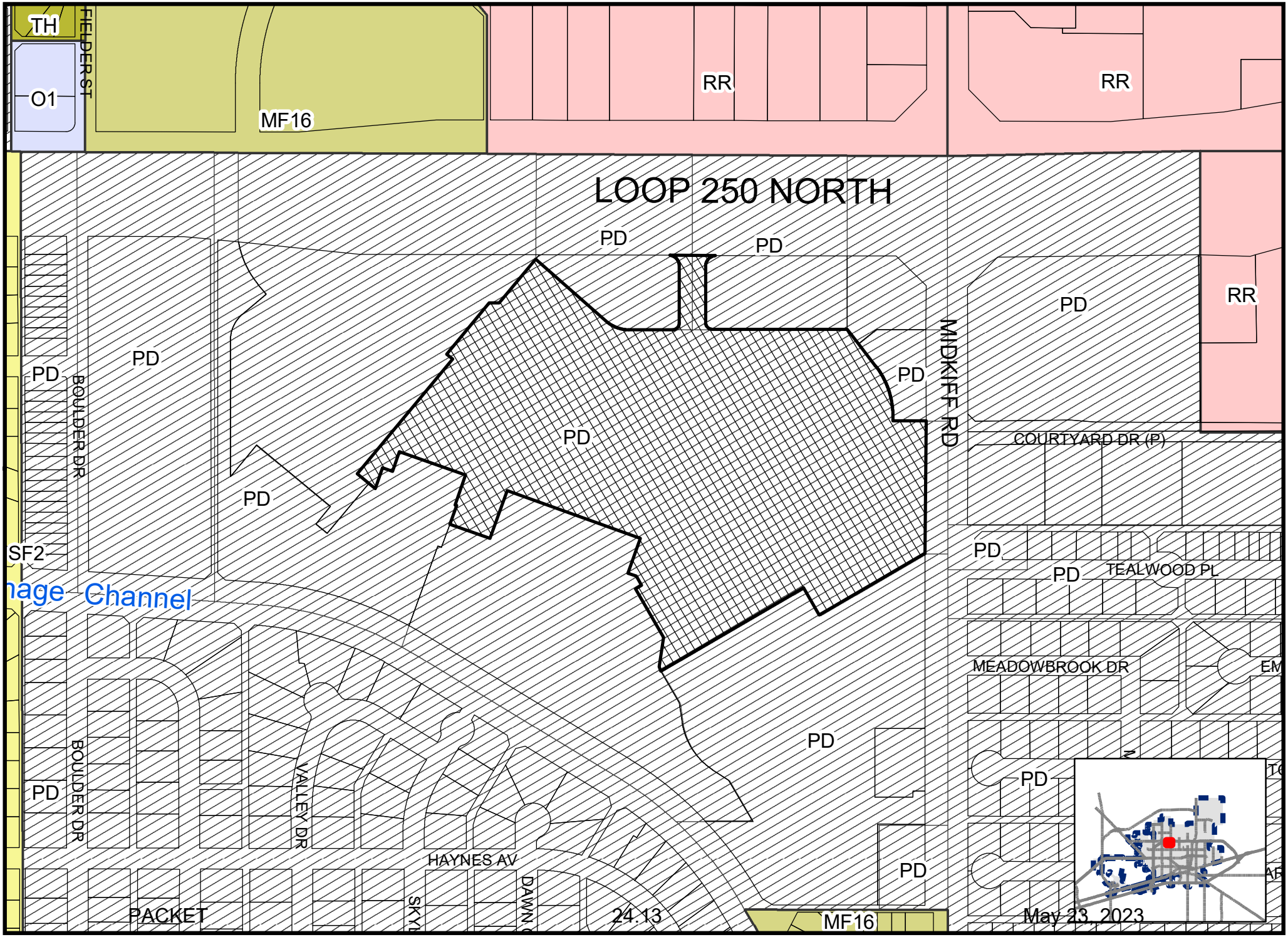
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By LO, 5/3/2023

TLU-23-0135

Scale: 1" = 4,117'

ZONING MAP

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JCPenney



City Council Meeting

Item Number: 25

Meeting Date: May 23, 2023

To: City Council / City Manager

From: Marcia Bentley-German, City Governance Officer/City Secretary

Subject: AN ORDINANCE AMENDING TITLE I, "ADMINISTRATIVE", CHAPTER 12, "RECORDS RETENTION" OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO CHANGE THE HEADING OF SAID CHAPTER 12 TO "RECORDS MANAGEMENT POLICY" AND TO ESTABLISH AN ACTIVE AND CONTINUING RECORDS MANAGEMENT PROGRAM; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION (DISTRICT: ALL) (CITY SECRETARY'S OFFICE)

Purpose:

To adopt the State Records Retention Schedules

Recommended City Council Action:

Approve

Fiscal Impact:

None

Discussion:

None

Morris William Jr.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE I, "ADMINISTRATIVE", CHAPTER 12, "RECORDS RETENTION" OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO CHANGE THE HEADING OF SAID CHAPTER 12 TO "RECORDS MANAGEMENT POLICY" AND TO ESTABLISH AN ACTIVE AND CONTINUING RECORDS MANAGEMENT PROGRAM; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION

WHEREAS, Title 6, Subtitle C, Local Government Code (the "Texas Local Government Records Act"), provides that each local government must establish an active and continuing records management program; and

WHEREAS, the City Council finds it to be in the public interest to amend Title I, "Administrative", Chapter 12, "Records Retention" of the City Code of Midland, Texas, so as to change the heading of said Chapter 12 to "Records Management Policy" and to adopt a plan to prescribe policies and procedures consistent with the Local Government Records Act;

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

SECTION ONE. That Title I, "Administrative", Chapter 12, "Records Retention" of the City Code of Midland, Texas, is hereby amended by changing the heading of said Chapter 12 to "Records Management Policy" and by amending said Chapter 12 to read in its entirety as follows:

> **1-12-1. Definition of Records of the City of Midland.** All documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information-recording media, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by the City of Midland or any of its officers or employees pursuant to law or in the transaction of public business, are declared to be the records of the City of Midland and shall be created, maintained, and disposed of in accordance with the provisions of this ordinance or procedures authorized by it and in no other manner.
>
> **1-12-2. Records Declared Public Property.** All records, as defined in Section 1-12-1 of this Chapter, are declared to be the property of the City of Midland. No official

or employee of the City of Midland has, by virtue of his or her position, any personal or property right to such records even though he or she may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.

1-12-3. Policy. It is declared to be the policy of the City of Midland to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all records of the City of Midland through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition, consistent with the requirements of the Local Government Records Act and accepted records management practice. This policy shall apply to all employees, agents, independent contractors, and volunteers of the City of Midland.

1-12-4. Records Management Officer. The City Secretary or the City Secretary's designee will serve as Records Management Officer for the City of Midland as provided by law and will develop policies and procedures to ensure that the maintenance, preservation, security, destruction, electronic storage, and other disposition of the records of the City of Midland are carried out in accordance with the requirements of the Local Government Records Act.

1-12-5. Records Control Schedules. Appropriate records control schedules issued by the Texas State Library and Archives Commission shall be adopted by the Records Management Officer for use in City of Midland, as provided by law. The Records Management Officer shall prepare amendments to the schedules as needed to reflect new records created or received by the City of Midland, or revisions to retention periods established in a records retention schedule issued by the Texas State Library and Archives Commission. Any destruction of records of the City of Midland will be in accordance with these schedules and the Local Government Records Act.

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 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 this ordinance shall become effective immediately upon final adoption.

SECTION FIVE. That the City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND
May 23, 2023

AIRPORT PLANNING AND DEVELOPMENT BOARD

(Advisory)
(Membership-10; Terms - 3 Years expiring 3-3-4.)

	Appt Date	Term Expires	Eligibility Expires
Wes Reeves	08/15*	Sept 30 2023	Sept 30 2023
Gena Linebarger	09/20	Sept 30 2023	Sept 30 2026
Benjamin Fietz	09/20	Sept 30 2023	Sept 30 2026
Beverly Dillow	10/21	Sept 30 2024	Sept 30 2027
Dave Joyner	10/21	Sept 30 2024	Sept 30 2027
James Linderman	04/22	Sept 30 2025	Sept 30 2028
Justin Kuethe	09/19	Sept 30 2025	Sept 30 2025
Nick McClure	09/19	Sept 30 2025	Sept 30 2025
Frank Kisner	09/22	Sept 30 2025	Sept 30 2028
Brandon Patterson	09/22	Sept 30 2025	Sept 30 2028

Justine Ruff (Liaison)
Lori Blong (Council Liaison)

Ex-Officio members are Earl Erdman and Harry Spannaus, the City Manager and the City Attorney. The Secretary is the Director of Aviation.

Eligibility Requirements: Resident of Midland County

ANIMAL CONTROL ADVISORY COMMISSION

(Advisory)
(Membership - 7; Terms - 4 Years)

	Appt Date	Term Expires	Eligibility Expires
Ty Coleman (daily operations)	09/17	Sept 30 2025	Does Not Expire
Dr. J. Annette Jensen (Veterinarian)	04/20	Sept 30 2024	Does Not Expire
Tasha Sport	04/20	Sept 30 2024	Sept 30 2028
Sharla Hotchkiss	04/20	Sept 30 2024	Sept 30 2028
VACANT (Donnelly) (County)	11/13	Sept 30 2025	Does Not Expire
Alyson Dial	09/18	Sept 30 2026	Sept 30 2026
Beth Meeks	09/22	Sept 30 2026	Sept 30 2030

Ty Coleman (Liasion)
Dan Corrales (Council Liaison)

Eligibility Requirements: 1 License Veterinarian, 1 Animal Shelter Employee, 1 Animal Welfare Organization Representative, 1 County or Municipal Official, 3 Citizens

BUILDING AND FIRE CODE REVIEW COMMITTEE/CONSTRUCTION BOARD OF ADJUSTMENTS & APPEALS

(Decision Making)

(Membership – 9; Terms – 6 Years)

Shall consist of two architects, a fire protection contractor or specialist, a general contractor, an electrical contractor, a homebuilder, a plumbing and mechanical contractor, a structural engineer, a City Council Liaison

	Appt Date	Term Expires	Eligibility Expires
Ryan Almand (Electrical Contractor)	12/18	Sept 30 2024	Sept 30 2030
Jay Bradford (Architect)	12/18	Sept 30 2024	Sept 30 2030
T.J. McClure (Architect)	12/18	Sept 30 2024	Sept 30 2030
Laurence Oeth (Structural Engineer)	12/18	Sept 30 2024	Sept 30 2030
Gary Glasscock (General Contractor)	12/18	Sept 30 2024	Sept 30 2030
Robert Anderson (Homebuilder)	12/18	Sept 30 2024	Sept 30 2030
Dean Kelly (Plumbing & Mechanical Contractor)	04/22	Sept 30 2028	Sept 30 2034
Kenneth Whiting (Fire Protection)	04/22	Sept 30 2028	Sept 30 2034
Jeff Pinkstaff (Liaison)	12/18	Sept 30 2024	Sept 30 2030
Dan Corrales (Council Liaison)			

Eligibility Requirements: Members shall reside within the City.

CAPITAL IMPROVEMENT ADVISORY COMMITTEE

(Advisory)

(Membership – 7)

A minimum of 40% must be representative of real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity.)

	Appt Date
Carl Craigo	10/19
Walter Pate	06/18
Mark Payne	06/18
Brian Sales	06/18
Chuck Harrington	06/18
Jose Ortiz (Liaison)	06/18
Bill Scott	09/22
Lori Blong (Council Liaison)	

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

(Advisory)
(Membership - 7; Terms - 2 Years Staggered)

	Appt Date	Term Expires	Eligibility Expires
Clint Williamson	04/21*	Sept 30 2023	Sept 30 2025
Ellen K. Ramsey	10/18	Sept 30 2023	Sept 30 2023
Vicky Hailey	09/21	Sept 30 2023	Sept 30 2025
Brandon Ofield	09/20	Sept 30 2024	Sept 30 2024
Ankur Bhakta	09/22	Sept 30 2024	Sept 30 2026
Cole Harrison	09/22	Sept 30 2024	Sept 30 2026
Reggie Lawrence	09/22	Sept 30 2024	Sept 30 2026

Marcia Bentley-German (Liaison)
Robin Poole (Council Liaison)
John Norman (Council Liaison)

Eligibility Requirements: Members shall be thoroughly familiar with Chapter 351, “Municipal Hotel Occupancy Taxes”, 1 Member Representative of Hotel/Motel Association.

MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

(Separate Legal Entity)
Five Directors, Elected by Local Taxing Entities.
City Nominates/Cast Vote for one Director
(Terms - 2 Years)

	Appt Date	Term Expires
Robert McNaughton	11/15	Dec 31 2024

MIDLAND DEVELOPMENT CORPORATION

(Decision Making/Separate Legal Entity)
(Membership - 7; Terms -3 Years - Staggered)

	Appt Date	Term Expires	Eligibility Expires
Chase Gardaphe	01/19	Jan 14 2025	Jan 14 2025
Barry Simpson	01/19	Jan 14 2025	Jan 14 2025
Brad Bullock	04/21*	Jan 14 2026	Jan 14 2029
Lucy Sisniega	02/22	Jan 14 2025	Jan 14 2028
P Lourcey Sams	04/20*	Jan 14 2026	Jan 14 2026
Jill Pennington	04/20*	Jan 14 2026	Jan 14 2026
Zachary Deck	01/23	Jan 14 2026	Jan 14 2029

Marcia Bentley-German (Liaison)
Lori Blong (Council Liaison)

Eligibility Requirements: No director or employee shall be related to a current City Council

member.

MIDLAND DOWNTOWN PARK CONSERVANCY BOARD

(Separate Legal Entity)
(Membership - 7; City Appoints 3 Seats; Terms -3 Years - Staggered)
(Resolution of appointment is made each February and each appointment must be ratified by the Conservancy Board in March at their annual meeting)

	Appt Date	Term Expires	Eligibility Expires
Barry Beal Jr.	08/18	Sep 30 2024	Sep 30 2024
David Byrd	08/18	Sep 30 2023	Sep 30 2023
Sharla Hotchkiss	07/20*	Sep 30 2025	Sep 30 2025

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION

(Membership - 7; Terms - 2 Years Staggered)

	Appt Date	Term Expires	Eligibility Expires
Steve Jones	**09/08***	**Jan 1 2010**	**Jan 1 2012**
Cathy Oestmann	**11/05***	**Jan 1 2010**	**Jan 1 2010**
Vacancy		**Jan 1 2007**	
Vacancy		**Jan 1 2007**	
Vacancy		**Jan 1 2007**	
Vacancy		**Jan 1 2009**	
Curt Kamradt	**11/05***	**Jan 1 2014**	**Jan 1 2014**

Sharla Hotchkiss (Liaison)

MIDLAND HOUSING AUTHORITY COMMISSION

(Separate Legal Entity)
(Membership - 5; Terms - 2 Years expiring 3 even & 2 odd.)
Appointments Made by Mayor (LGC 392.031)

	Appt Date	Term Expires
Latoya Mayberry	06/21	Oct 2023
Sylvestor Cantu	09/18*	Oct 2023
Cheryl Wadley (Resident Commissioner)	11/19	Oct 2023
Wes Gotcher	09/20	Oct 2024
Robert Lehrer	09/20	Oct 2024

Isaac Garnett (Staff Liasion)

Eligibility Requirements: No member may be an officer or employee of the City of Midland.

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Decision Making/Separate Legal Entity)
(Membership – 12 with 6 appointed by Midland; Terms - 2 Years Staggered; Can serve 3 terms)

	Appt Date	Term Expires	Eligibility Expires
Joseph Sanchez	12/19*	Sept 30 2023	Sept 30 2027
Daniel Norwood	04/21*	Sept 30 2023	Sept 30 2029
Brian Stubbs	06/22*	Sept 30 2023	Sept 30 2029
Don “Woody” Woodward	09/22	Sept 30 2024	Sept 30 2028
Dan Corrales	09/22	Sept 30 2024	Sept 30 2028
Robert Crites	10/22	Sept 30 2024	Sept 30 2028

Charles Harrington (Liaison)

OIL AND GAS ADVISORY COMMITTEE

(Advisory)
(Membership – 5; Terms – 3 Years expiring 2-2-1)
2 real property developer, real estate sales, or developer; 3 Lic. petroleum engineer, engineer w/ bachelor, or geologist

	Appt Date	Term Expires	Eligibility Expires
Court Adkins (Petroleum Eng.)	09/17	Sept 30 2023	Sept 30 2023
Rhett Bullock (Petroleum Eng.)	09/21	Sept 30 2024	Sept 30 2027
Cameron Willmann (Real Estate)	10/21*	Sept 30 2024	Sept 30 2027
Scott Bowden (Real Estate)	10/19	Sept 30 2025	Sept 30 2025
Ross Klabon (Petroleum Eng.)	10/19	Sept 30 2025	Sept 30 2025

Ron Jenkins (Liaison)

Eligibility Requirements: 3 Petroleum Engineers or Geologists and 2 with Property Development or Real Estate Experience.

PARKS AND RECREATION COMMISSION

(Advisory)
(Membership - 9; Terms - 3 Years expiring 3-3-3.)

	Appt Date	Term Expires	Eligibility Expires
Susannah Prucka	04/20*	Sept 30 2023	Sept 30 2026
Dal Watson	09/20	Sept 30 2023	Sept 30 2026
Ron Stroman	09/20	Sept 30 2023	Sept 30 2026
Shirley Howard	02/16*	Sept 30 2024	Sept 30 2024
Laura Smith	10/19	Sept 30 2025	Sept 30 2025
Amber Voithorer	09/22	Sept 30 2025	Sept 30 2028
Rachel Overman	09/22	Sept 30 2025	Sept 30 2028
Sarah Judge	09/22	Sept 30 2025	Sept 30 2028
Lynn Rogers	09/22	Sept 30 2025	Sept 30 2028

Cristina Odenburg-Burns (Liaison)
John Norman (Council Liaison)

Eligibility Requirements: Resident Citizen, Taxpayer and Qualified Voter.

PERMIAN BASIN COMMUNITY CENTER FOR MH/MR (PermiaCare)

(Separate Legal Entity)
(Membership 9 - 2 (City); Terms - 2 Years)

	Appt Date	Term Expires
Derek Cook (City)	06/21	June 2023
Ryan Peckham (City)	08/20	June 2024

PERSONNEL BOARD OF APPEALS

(Decision Making)
(Membership - 3; No designated terms. Mayor appoints.)

	Appt. Date
Scott Dufford	01/14
Hugh A. “Andy” Shaffer	09/05
Patrick Payton	01/20

Mark Widman (Liaison)

Eligibility Requirements: Board consists of two City Council members and one other member who is not a City employee.

PLANNING AND ZONING COMMISSION

(Decision Making)
(Membership - 7; Terms - 3 Years)

	Appt Date	Term Expires	Eligibility Expires
Diane Williams	09/17	Sept 30 2023	Sept 30 2023
Lucy Sisniega	09/20	Sept 30 2023	Sept 30 2026
VACANT (Grosse)	09/20	Sept 30 2023	Sept 30 2026
Zachary Deck	09/20	Sept 30 2023	Sept 30 2026
Adrian Carrasco	09/21	Sept 30 2024	Sept 30 2027
Emily Holeva	09/22	Sept 30 2025	Sept 30 2028
Abraham Bejil	09/22	Sept 30 2025	Sept 30 2028
ALTERNATES:			
Beverly Dillow	09/21	Sept 30 2024	Sept 30 2027
Sallie Vega	09/22	Sept 30 2025	Sept 30 2028

Elizabeth Shaughnessy (Liaison)

Eligibility Requirements: Resident citizen of City of Midland, owner of real property within the City Limits and qualified Voter.

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT

(Decision Making)
(Membership - 5; Terms - 2 Years expiring 3 odd & 2 even.)

	Appt Date	Term Expires	Eligibility Expires
Derek Whiting	01/18*	Sept 30 2023	Sept 30 2023
E.J. Baldridge	02/18*	Sept 30 2023	Sept 30 2023
Robert Gray	01/21*	Sept 30 2023	Sept 30 2027
Reed Claybrook	03/19*	Sept 30 2024	Sept 30 2024
James Gerety	10/22	Sept 30 2024	Sept 30 2026
ALTERNATES: (not applicable to Airport Zoning)			
Ross Schumann		Sept 30 2025	
VACANCY		**Sept 30 2020**	
VACANCY		**Sept 30 2020**	
VACANCY		**Sept 30 2020**	

Jeff Pinkstaff (Staff Liaison)

* **Indicates appointment to an unexpired term.**

PLANNING AND ZONING COMMISSION
(Advisory; Membership - 7: Terms - 3 Years)
January 2023 - May 2023

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Lucy Sisniega	Sept 30 2026	90%	9	10	No	
Diane Williams	Sept 30 2023	90%	9	10		
Zachary Deck	Sept 30 2026	50%	5	10		
VACAN T (Grosse)	Sept 30 2023	20%	2	10		
Adrian Carrasco	Sept 30 2027	60%	6	10		
Abraham Bejil	Sept 30 2028	100%	10	10		
Emily Holeva	Sept 30 2028	40%	4	10		
ALTERNATES:						
Salli Vega	Sept 30 2025	30%	3	10		
Beverly Dillow	Sept 30 2024	60%	6	10		

Applicants Name	Additional Boards Applying to	COUNCIL NOTES
Billy Gibbs (D3)		
Raymond C Skeet Doss (D4)		
Steven Villela (D2)		
Eduardo L. Aleman (D2)		
Shonna Garcia (D3)		
J. Brian Martin (D1)		

PERMIAN BASIN COMMUNITY CENTER FOR MH/MR (PERMIACARE)
(Decision Making; Membership - 2 (City); Terms - 2 Years)
January 2023 - May 2023

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Ryan Peckham (City)	June 30 2024	100%	4	4	Yes	
Derek Cook (City)	June 30 2023	100%	4	4	Yes	Interested in seveing again
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 1/25/2023

Name: Shonna Garcia

Phone: 432-559-6110 **(Home)**

Address: 1 LaFayette Pl. 432-682-1144 **(Business)**

Midland TX 79705

(City) (State) (Zip)

Email: Shonna@BillLanier.com

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 46 **years.**

Occupation: Real Estate Broker

Professional and/or Community Activities:

Over my 25 yr career I have extremely active with my board, serving on committes, board of directors, and many other volunteer positions.I am a 2019 graduate of TRLP.I was extremeley involed on the Parent assoc of Trinity for 11years. I also am the founder of The Fabulous Women of Midland (over 1600 members) promoting local businesses and giving back to local non-profits each month.

What is your personal vision for the City?

I love Midland and all that it represents. I believe Midland is known across Texas as a place to build wealth and a great place to raise a family. I would like to see that reputation continue to stay strong and become even more attractive for families to want Midland to be their home!

Please specify any time constraints you may have.

Being in Real Estate I conduct business on appointments so i can schedule around any time commitments.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Planning & Zoning

Please tell us why you are interested in serving on this board or commission.

I want to make a positive impact to Midland in any way I can and think P&Z is a great way for me to do that, and the knowledge I will gain from serving will allow me to serve my clients on a higher level

What contribution would you most like to make?

I feel that my experience in real estate will be beneficial to Planning & Zoning.

Additional pertinent information or references:

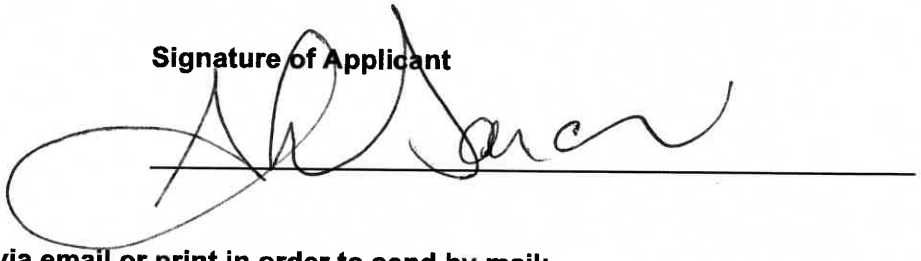
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Billy Gibbs

Address: 500 W Ohio Ave, Ste 201-D

Midland (City) TX (State) 79701 (Zip)

Date: 4/21/2023

Phone: 432-215-5005 **(Home)**

432-247-1115 **(Business)**

Email: billygibbs296@gmail.com

I am [✓] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

I have lived in Midland 57 **years.**

Are you a graduate of Midland 101? [ ] **yes** [✓] **no**

Occupation: Entrepreneur/ Real Estate

Professional and/or Community Activities:

Coach at the YMCA, member of Midland Chamber of Commerce; sponsor of Pease Elementary, and involved with my church activities

What is your personal vision for the City?

To have a greater opportunity for all citizens in employment, financial arenas, home ownership. To assist Midland to become better in all aspects so that it can become the best city. A city that cares about the people that live here, work here and make Midland grow. To help citizens acheive a greater sense of pride and hopefulness that Midland continues to be great.

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Planning & Zoning Commission

Please tell us why you are interested in serving on this board or commission.

I would like to see Midland grow equally so that our communities are diversified and where everyone feels welcomed and respected. By doing this and embracing our differences, it makes us stronger and more resilient as a community.

What contribution would you most like to make?

I will bring perspective, approach, attitude, insight, and passion. I want Midland to have the willingness to take charge of communities and be proactive in our decision making

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Billy Tubbs

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PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 1/19/2023

Name: Eduardo L. Aleman

Phone: 432-254-0327 **(Home)**

Address: 1111 Magnolia

432-254-0327 **(Business)**

Midland Texas 79705

Email: eduardoaleman72@yahoo.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 33 **years.**

Occupation:

Professional and/or Community Activities:

What is your personal vision for the City?

I'd like to see more local residents succesfully develop land. We get a lot of people from other cities and/or states come in and develop land not understanding that there is an ordinance to follow. Nothing against them, I'd just like to see more locals succeed.

Please specify any time constraints you may have.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Planning and Zoning Commision

Please tell us why you are interested in serving on this board or commission.

I work for schumman Surveying and we offer platting services. I believe it will be beneficial for me to be a part of this board to get educated and to then be able to better assist our clients.

What contribution would you most like to make?

My time to meet with planning and Zoning todiscuss people's plans and Ideas on Land Development and get City staff's thoughts and opinions to either support or suggest a better route.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



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PO Box 1152

Midland, TX 79702

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Print Application

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 12/3/2022

Name: J. BRIAN MARTIN

Phone: 432-697-4220 (Home)
432-770-0366 (Business)

Address: 3906 LEDGEBROOK CT.
MIDLAND, TEXAS
(City) (State) (Zip)

Email: MARTINBE3@YAHOO.COM

I am [X] I am not [ ] a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] yes [X] no

I have lived in Midland 46 years.

Occupation: REAL ESTATE ATTORNEY

Professional and/or Community Activities:

I AM ENTERING RETIREMENT AFTER 50 YEARS OF PRACTICE. I HAVE BEEN ACTIVE IN THE COMMUNITY (I WAS AN ASSISTANT CITY ATTORNEY IN THE 1970's) AND WOULD LIKE TO CONTINUE FOLLOWING AND ASSISTING THE CITY OF MIDLAND'S PROGRESS.

What is your personal vision for the City?

CONTINUED GROWTH AT RATIONAL RATES WITH SUPPORTING INFRASTRUCTURE THAT WILL KEEP THE CITIZEN'S SAFE, REASONABLY COMFORTABLE AND WITH COMMUNITY FACILITIES THAT ARE NEEDED AS WELL AS COMPLIMENTARY TO THE CITY.

Please specify any time constraints you may have.

THE BOARDS I SERVE ON MEET MONTHLY IN THE EVENINGS (6:30 or 7:00 P.M.), WHICH ARE USUALLY NOT ON FICTIA WITH OTHER BOARDS. SEE ATTACHED RESUME

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

MIDLAND DEVELOPMENT CORPORATION.

Please tell us why you are interested in serving on this board or commission.

MY PRACTICE HAS INVOLVED PUBLIC AND PRIVATE DEVELOPMENT, SALE AND PURCHASE OF REAL PROPERTY. ALSO, I HAVE HAD FREQUENT

CONTACT WITH CITY MANAGERS SINCE 1976 TO DATE AS WELL AS THE CITY ATTORNEYS.

What contribution would you most like to make?

ADVICE, COUNSEL, PARTICIPATION IN CITY OF MIDLAND PROJECTS AS THE CITY COUNCIL DEEMS THEM APPROPRIATE AND/OR NECESSARY AND THAT WILL AID THE CITY IN ORDERLY GROWTH.

Additional pertinent information or references:

I HAVE MANY FRIENDS AND ACQUAINTENCES AT THE CITY INCLUDING MIKE CANON (FORMER MAYOR) AS WELL AS THE CITY ATTORNEY JOHN OHNER MILLER & STEPHEN GATES; COURTNEY SHARP WAS A GOOD FRIEND, ALONG WITH FRED POE, JIM BROWN

(2) Name of Board/Commission:

PLANNING & ZONING COMMISSION

What contribution would you most like to make?

WHILE I WAS ASSISTANT CITY ATTORNEY I WAS ASSIGNED TO MOST OF THEIR HEARINGS AS LEGAL COUNSEL. IT HAD INTERESTING TITLE ISSUES FROM TIME TO TIME THAT I CAN HELP WITH

Additional pertinent information or references:

I PROFER SERVICE ON THE MDC BOARD initially (if available), TO UNDERSTAND THE BOARD'S OPERATION AND CONNECTION WITH THE COUNCIL AND IT'S (THE BOARD'S) DUTIES.

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



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City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Em

Print Applica

BIOGRAPHICAL INFORMATION

J. BRIAN MARTIN
Attorney At Law
600 North Loraine
Midland, Texas 79701
December 3, 2022

EDUCATION

St. Mary's University Law School, San Antonio, Texas, 1972, J.D.

St. John's University, Collegeville, Minnesota, 1969, Government/Political Science-B.A.

CERTIFICATION

Licensed State Bar of Texas-1972; Board certified Texas Board of Legal Specialization, Commercial Real Estate Law and Residential Real Estate Law since 1990. "AV Preeminent" rating Martindale-Hubble Peer Review.

COURT CERTIFICATION

United States Supreme Court-1976; United States Court of Appeals, 5th Circuit-1977; United States District Court, Southern District-1976; United States District Court, Western District-1976; United States Court of Military Appeals-1973; All Courts of the State of Texas-1972

PROFESSIONAL ACTIVITIES

State Bar of Texas (Real Estate, Probate and Trust Law Section);
Texas Bar Foundation, Life Fellow (2001 to date);
The College of The State Bar of Texas, (2003 to date);
Midland County Bar Association (since 1976);
Advisory Board Midland College Business Studies (Since 1980);
Instructor-Real Estate Law and Contracts-Midland College (1980 to 1994);
Advisory Board Permian Basin Area Foundation Midland Housing Trust Fund (1992 to date);
Director, Habitat For Humanity of Midland (2000-2006);
Director (VP) MARC, Inc. (2003-to 2010)
President of Board of Directors MARC, Inc. 2012 to 2013;
Board Member, Board Secretary) St. Ann's School Endowment Fund, Inc. 1981 to present and the St. Ann's Finance Council (President).

EMPLOYMENT HISTORY

Captain, Judge Advocate General's Corps, U.S. Army, 1972-1976;
1st Assistant City Attorney, City of Midland, Texas 1976-1981;
Partner-Freeman, Hyde & Martin 1981-1990;
Partner-Morgan, Ward, Leeton & Martin- 1990-1992;
General Counsel-Sr. VP Lone Star Abstract & Title Co. 1992 to 2016.
General Counsel, West Texas Abstract & Title Co. 2016 to October 1, 2022
Retired from private practice.

PRACTICE

Mr. Martin is a sole practitioner (Law Offices of J. Brian Martin and Associates, PC. His primary practice prior to retirement involves real estate finance, residential, retail, farm and ranch and commercial real property development and title examination; litigation involving real estate issues; ad valorem property tax litigation; probate and estate practice; business entity creation and servicing. When requested, the firm has assisted the City of Midland with purchase and sale of real property in the City and facilitated title information and Title insurance coverage for property acquired by the City. Mr. Martin assisted the city with purchase or acquisition of the Loop 250 project at its inception including condemnation matters.

PERSONAL INTEREST

Mr. Martin has been a parishioner (since 1976) of St. Ann's Catholic Church of Midland, Texas where he serves on the St. Ann's School Educational Endowment fund and the Parish Finance Council; He is a member of the Midland Shooters Association of Midland, Texas and has been an avid hunter and sport fisherman since age 12. Mr. Martin has been married 52 years (Evelyn) with two Children (Brian Patrick and Shannon) and three grandchildren (Emory, Jack and Claire). Brian Patrick is a graduate of Texas Tech University (BA Business Management); Shannon is a graduate of Texas A&M University (B.S. Industrial Engineering) and University of Houston Law School (J.D.)

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 5/11/2023

Name: RAYMOND C (SKEET) DUSS

Phone: 432.699.4228 (Home)
432.352-4826 (Business)

Address: 5451 JUNIPER CT
MIDLAND, TX 79707
(City) (State) (Zip)

Email: SKEETDUSS@AOL.COM

I am [✓] I am not [ ] a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] yes [X] no

I have lived in Midland 49 years.

Occupation: REAL ESTATE BROKER

Professional and/or Community Activities:

HELD ALL LEADERSHIP OFFICES PERMIAN BASIN BOARD OF REALTORS, CHAIRED 8 NON-PROFITS, WAS ONE OF THREE ORIGINAL FOUNDERS OF APHASIA CENTER, STARTING BOARD OF MIDLAND ARTS ASSEMBLY, ACTIVE CHURCH MEMBER FBC

What is your personal vision for the City?

TO SEE THE CITY PROTECT PRIVATE PROPERTY RIGHTS WHILE AGGRESSIVELY MOVING FORWARD IN AN ORDERLY STRUCTURE TO PROVIDE RESIDENTIAL & COMMERCIAL EXPANSION

Please specify any time constraints you may have.

THURSDAYS 9-1

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

PLANNING & ZONING

Please tell us why you are interested in serving on this board or commission.

AS STATED ABOVE. TO SEE ORDERLY EXPANSION OF THE CITY PLUS I FEEL THAT AFTER 50 YEARS IN REAL ESTATE I HAVE SOME KNOWLEDGE OF THE MARKET AND THE DIRECTION OF GROWTH

What contribution would you most like to make?

TO FAIRLY AND EQUITABLY ASSURE THAT PROPERTY RIGHTS ARE UTILIZED PROPERLY AND PROTECTED

Additional pertinent information or references:

REFERENCES: MAYOR LORI BLONG, EX-MAYORS WES PERRY, JERRY MORALES, CARROLL THOMAS, COUNCILWOMAN/MEN AMY BURKES, SCOTT DUFFORD

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Raymond C. Dan

Applications may be submitted online via email or print in order to send by mail:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Steven Villela

Address: 1208 S. Loraine

Midland (City) TX (State) 79701 (Zip)

Date: 4/19/23

Phone: 432-235-4792 **(Home)**

(Business)

Email: stevenvillela@gmail.com

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

I have lived in Midland 25 **years.**

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

Occupation: Membership Director

Professional and/or Community Activities:

Board of Director for Teen F.L.O.W., Midland County Young Republicans, passed bored of directores for Midland Hispanic Chamber of Commerces. Committee Member of the Culver Juvenile Detention Center, Midland Reporter Telagram community Engament. Mentor at Teen F.L.O.W., and the MIX (Crossroads church)

What is your personal vision for the City?

Midland is my hometown, and i adore it. I want tge city to develop and continue to attract young people to live, work, and visit. I want it to be a becon of beauty in West Texas and a place people are honored to call home!

Please specify any time constraints you may have.

Non that conflict with P&Z

But MOTRAN Board meeting 3rd Wednesday (morning) of each month, Teen F.L.O.W 2dn Wednesday (lunch Time)

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Planning and Zoning Commission

Please tell us why you are interested in serving on this board or commission.

Participation in Planning & Zoning is vitally important because it helps define the future appearance of the city of Midland. Because I adore my city so much, I would like to be a part of the planning process to ensure that we establish a plan that will help us become

the great city that city leadership, community members, and many others envision for us.

What contribution would you most like to make?

As a youthful, highly involved, and active community member, I foresee and consider future growth. As a result of my job and Commu

involvement, I am exposed to numerous numbers and projections of future growth in our city, region, state, and nation as a whole, so

I can identify the trends that will ensure that we not only consider what is advantageous in the present but also the near and distant fu

Additional pertinent information or references:

Jose Cuevas 432-520-3529

Aaron Kinsly 9794920424

James Beauchamp 4329409100

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Steven Villela

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City of Midland

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Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 5/7/2021

Name: Derek Cook

Phone: 432.528.0801 **(Home)**

Address: 1301 W. Missouri Ave.

432.688.1371 **(Business)**

Midland Texas 79701

Email: dcook@lcalawfirm.com

(City) (State) (Zip)

I am [✓] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✓] **no**

I have lived in Midland 9.5 **years.**

Occupation: Attorney & Shareholder at Lynch, Chappell & Alsup

Professional and/or Community Activities:

Elected Director of District 16 of the State Bar of Texas (2018-2021), President of the Midland County Bar Association (2016-2017), Board Member & Officer of the Midland County Bar Association (2012-2017), Board of Directors of Midland Teen Court (2016-2021), Sustaining Life Fellow of the Texas Bar Foundation, Legal Aid of NorthWest Texas Pro Bono Attorney of the Year (2016 & 2020)

What is your personal vision for the City?

I want to live in a city where individuals and organizations work together to: (1) identify where assistance is needed for the most vulnerable members of our community; (2) develop solutions aimed at offering direct assistance to those effected; and (3) educating others in the community about the issue(s) to create awareness and identify others in the community able and willing to assist.

Please specify any time constraints you may have.

I have a busy litigation practice that sometimes consists of court settings or definite deadlines; however, given the regularly scheduled meetings of this board, I can block board meetings off on my calendar so as to maintain availability to attend.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Permian Basin Community Centers for MHMR dba PermiaCare

Please tell us why you are interested in serving on this board or commission.

I am in recovery from alcoholism and, through that experience, volunteer for the Texas Lawyers' Assistance Program to help other attorneys actively struggling with addiction. Given PermiaCare's involvement with mental health and related issues, like addiction, I

would like to contribute my experiences to help steer the organization. I can also provide legal prospective to board decisions.

What contribution would you most like to make?

Permian Basin Community Centers for MHMR dba PermiaCare is looking to strengthen their Board with a member who can provide guidance on operations from a legal perspective which is absent in the professional backgrounds of the current membership.

Additional pertinent information or references:

Chris Barnhill - PermiaCare CEO - 432 553-5530

Harper Estes - Lynch, Chappell & Alsup, P.C. - 432.688.1378

Teresa Moore - Midland Teen Court - 432.240.1067, Jeannie Smith - Legal Aid of NorthWest Texas - 432.686.0647 (ext. 5503)

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application



DEREK COOK

Shareholder

CONTACT:

Main Line: 432.683.3351
Direct Line: 432.688.1371
Fax: 432.683.2587
dcook@lcalawfirm.com

DOWNLOAD VCARD

Appellate
Collections
Commercial Litigation
Oil and Gas Litigation
Personal Injury

Derek serves our clients by either leading or providing secondary counsel in civil litigation cases involving oil and gas, commercial disputes, real estate, personal injury, and collection matters. Derek provides thorough service and strategic assistance to help clients achieve a dispute resolution that fits their specific needs.

Derek and his wife, Carly, an elementary school teacher, love living in Midland. They chose to make the city their home in 2011, along with their three dogs, Chester, Beau and Belle.

CREDENTIALS

RECOGNITION AND MEMBERSHIPS:

- Midland County Bar Association-- Past President (2016-2017)
- Midland County Bar Association - Board Member/Officer (2012-2017)
- Midland County's Teen Court-- Volunteer Judge
- Legal Aid of NorthWest Texas -- Attorney of the Year 2016
- Legal Aid of NorthWest Texas -- Pro Bono Services Provider
- Published in the Texas Bar Journal and Texas Lawyer Magazine on the topic of oil and gas law.

EDUCATION:

- B.A., University of Texas at Arlington (magna cum laude), 2007
- J.D., from Baylor University School of Law, 2011
- Baylor Law Review - Associate Editor

BAR ADMISSIONS:

- State Bar of Texas
- Fifth Circuit Court of Appeals

From:	Cheryl McLaughlin
To:	Gracie Martinez
Cc:	Vanessa White; Chris Barnhill
Subject:	Reappointment request for Derek Cook to the Board of PermiaCare
Date:	Wednesday, May 10, 2023 11:26:15 AM
Attachments:	image001.png image002.png image003.png PermiaCare Board Candidate - Derek Cook Biography.pdf Derek Cook May 2021 COM_Boards_Commissions_Application.pdf

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ON BEHALF OF CHRIS BARNHILL, CHIEF EXECUTIVE OFFICER

Good Morning, Gracie

Derek Cook is one of two appointees by the City of Midland to the Board of Trustees of PermiaCare. Derek has served on the Board of PermiaCare since June 2021 and has served as Secretary during his first term. Mr. Cook's two-year appointment ends June 25, 2023.

We are requesting that Mr. Cook be placed on the agenda for the May 23rd City Council meeting to be reappointed to the PermiaCare Board of Trustees for a new two-year term to span June 26th, 2023 through June 25, 2025.

I have attached a brief bio and Mr. Cook's application from 2021.

Please let us know if you have any questions.

Sincerely,

Cheryl McLaughlin
Executive Assistant/Cost Accounting Specialist
Board Liaison
Administration

PERMIACARE
MHMR · ECI · SUBSTANCE ABUSE

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Midland, TX 79701

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