



Request for Bid: 23MCO604 Demolition of Buildings

Due Date: March 30, 2023 at 10:00 A.M.

**INSTRUCTION TO BIDDERS
BUILDING CONSTRUCTION PROJECT**

Midland County (hereinafter called “County”) invites sealed bids from interested qualified vendors (hereinafter called “Vendors”) for the contract # identified above. The following pages provide general information regarding bid requirements and specifications for the project. If further information is required, please contact the Midland County Purchasing Department by email at pur103@co.midland.tx.us. **A mandatory pre-bid site survey meeting will be held at 1:00pm on Thursday March 9, 2023; meet at the south entrance of 301 S. Main St, Midland, TX 79701.** All requests for information must be submitted in writing. Responses to all questions received will be sent to each Vendor known to have copies of the Request for Bid. All questions should be submitted on or before **5:00pm Thursday March 16, 2023**. Questions received after said date and time will not receive a response. Answers and clarifications which are considered to materially change the solicitation will be issued as written addenda to the original RFP and will be posted to the Midland County website at www.co.midland.tx.us. Vendors are responsible for ensuring all answers to questions are reviewed prior to bid submittal and that all answers are properly acknowledged with their submitted bid. Verbal representations made or assumed to be made during any discussions held between representatives of a Vendor and any Midland County personnel or official are not binding on Midland County.

Vendors should submit one (1) original, three (2) copies, and an electronic copy on USB drive of the bid. Midland County is exempt from all state and federal taxes. Tax exempt

certificates are available upon request. All responses should be submitted by hand delivery or mail carrier in a sealed envelope, marked on the outside with the contract number and name of vendor. Responses must be received by the Due Date listed above and all late bids will be rejected and returned without being opened. Bids should be addressed as follows:

Midland County Purchasing Department
Midland County Courthouse
Attention: Kristy Engeldahl, Purchasing Agent
500 N. Loraine Street, Suite 1101
Midland, Texas 79701

A bid may be altered, modified or amended by a Vendor at any time, prior to Due Date. Alterations, modifications or amendments to a bid must be made in the offices of the Purchasing Department. All changes made on a bid before the submission deadline must be initialed by the signer of the bid, guaranteeing authenticity. A bid may not be altered, modified or amended after the submission Due Date. A bid may not be withdrawn or canceled by the Vendor for a period of sixty (60) days following the Due Date.

Prior to award, selected Vendors may be asked to provide further information concerning their bid, up to and including presentations/demonstrations. The County reserves the right to reject any and all bids or waive formalities as deemed in the best interests of Midland County. Midland County also reserves the right to withdraw the bid request at any time and for any reason. Midland County also has the right to terminate its selection process at any time and to reject all responses, or all bids. Receipt of the bid materials by Midland County or submission of a bid to Midland County confers no rights upon any Vendor nor obligates Midland County in any manner. All costs associated with the preparation or submittal of bids shall be borne by the Vendor, and no cost shall be sustained by Midland County.

Vendors must submit all required documentation and failure to provide requested information may result in rejection of the bid.

SUBMISSION OF A BID MUST INCLUDE	
1. At least two references for commercial projects, preferably any local/state government clients that the Vendor has provided a similar type of work as being bid	7. Proof of insurance with minimum coverage values described herein
2. State contractor license number	8. Company Affidavit
3. List of current projects similar in scale and scope	9. Statement from Vendor that Performance and Payment Bonding capacity to the full value of the contract is attainable
4. List of past projects (5-year history) similar in scale and scope	10. Completed bid with total contract costs summation and itemized as directed in the bid documents.
5. OSHA 30 Log (5-year history)	11. Total quantity of continuous calendar days necessary to complete the Work from NTP.
6. EMR (5-year history)	12. List of subcontractors and suppliers for use in performance of the work, specifying the work to be performed by each

Submission of a bid indicates Vendor’s acceptance of the evaluation technique and Vendor’s recognition that subjective judgments may be made by the County during the determination of qualification. The County may conduct such investigations as the County deems necessary to establish the responsibility, qualifications and financial ability of Vendors and any proposed subcontractors or suppliers.

Evaluation of the bids shall be based on either:

- A. Lowest Responsible Bidder, or
- B. Best Value

If neither option A nor option B is chosen above then the County may award the bid to a Vendor upon any evaluation process of its choosing. Lowest Responsible Bidder evaluations are awarded to the bidder who meets the County’s criteria and submits the lowest total bid consistent with the requirements herein. Best Value evaluations are awarded to the bidder who the County, in its sole judgment, determines is best suited for the specific work and could include factors such

as whether the bid complies with the prescribed requirements, alternates, unit prices, total contract duration in calendar days, qualifications and experience.

The Vendor agrees, during the performance of the work, to comply with all applicable federal, state, or local code and ordinances. The apparent silence of any specification as to any detail or omission from a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Contents of the bids will remain confidential until the contract is awarded. At that time the contents will be made public under the Texas Public Information Act; except for any portion of a bid which has been clearly marked as a trade secret or proprietary data (the entire bid may not be so marked). Bids will be opened, and the name of the firm submitting the bid read aloud and acknowledged on the Due Date in the Purchasing Department Conference Room located in the Midland County Courthouse, Suite 1101. All interested parties are invited to attend the opening. Vendors are hereby notified that the Owner strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

The attached Contract with insurance and bonding requirements are non-negotiable. Modification by Vendor of any terms of the Contract will be deemed a non-responsive bid. Non-responsive bids will be rejected. Vendor must be willing to sign the Contract 'as is' and without modifications, provide properly executed bonds and provide insurance as required therein. If the selected Vendor cannot meet the requirements, then the County reserves the right to award the purchase to another bidder. Any Vendor who fails to comply with the terms of the award may be declared an unqualified vendor. Bids submitted by unqualified vendors shall not be considered again for future bids for a minimum of six (6) months as determined by Midland County officials.

After the bid is awarded and within fifteen (15) calendar days of the Notice to Proceed, Vendor must submit the following to the County for review:

SUBMISSIONS REQUIRED AFTER AWARD OF A BID

1. Safety Plan, to include an organization chart with responsibilities and a traffic control plan	4. Construction Schedule indicating the milestones in detail and total calendar day duration provided with the bid.
2. Quality Control plan to include an organization chart with responsibilities	5. Signed Midland County Building Construction Contract, bonding and insurance certificates
3. Material submittals as described in the technical specifications, list of subcontractors and suppliers specifying the performance of each	

**BID REQUIRED FORM
COMPANY AFFIDAVIT**

The affiant, _____ states with respect to this submission to County:

I hereby certify that if the contract is awarded to our firm that no member or members of the governing body, elected official or officials, employee or employees of said County, or any person representing or purporting to represent the County, or any family member including spouse, parents, or children of said group, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or any other financial benefit on account of the act of awarding and/or executing a contract.

I hereby certify that I have full authority to bind the company and that I have personally reviewed the information contained in this submission and all attachments and appendices, and do hereby attest to the accuracy of all information contained in this submission, including all attachments and exhibits.

I acknowledge that any misrepresentation will result in immediate disqualification from any consideration in the submission process.

I further recognize that County reserves the right to make its award for any reason considered advantageous to the County. The company selected may be without respect to price or other factors.

Signature _____ Date _____

Name _____ Phone _____

Title _____

Firm Name _____

Address _____

County, State, Zip _____

**FORM OF
BUILDING CONSTRUCTION CONTRACT**

(This Building Construction Contract is for bidders' reference during the bidding process and is not for execution until after the winning bid is approved and awarded.)

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MIDLAND COUNTY BUILDING CONSTRUCTION CONTRACT

THIS CONTRACT, effective the ____ day of _____, 20____ is hereby made by and between Midland County Texas, and _____ to execute the _____ Project.

I. PARTIES

1.1 County: Shall refer to Midland County Texas. The words “County Representative” or “Representative” shall mean the County Engineer 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 the County to act in any particular county under this Contract.

1.2 Company: Shall refer to _____. 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 County; 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 County and Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between County and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or employee of the County. Further, it is specifically understood and agreed that nothing in this Contract is intended nor shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” which would give rise to vicarious liability. Company shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The County does not have the power to direct the order in which the work is done. The County shall not have the right to control the means, methods or details of the Company’s work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

1.3 Parties. County and Company may sometimes be referred to herein

collectively as “Parties.”

II. SCOPE OF WORK

The Company shall perform all work described for _____ Project of this Contract in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

EXHIBIT A.....Scope of Work, Specifications, Bid or Cost Summary

EXHIBIT B..... Conflict of Interest Reporting

EXHIBIT C.....ACORD from

III. CONSTRUCTION PRICE

3.1 Price: Company shall perform all work described in this Contract and its Exhibits for the price submitted in the winning bid. In the event that the price for any line item changes, then the total contract sum shall be equitably adjusted.

3.2 Periodic Payments: The County may make periodic payments to Company; only after all work and all Change Orders are completed by Company and approved by the County. The approval shall be in the County’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, or at other stated intervals at the discretion of the County. Upon approval by the County or the County’s Representative, the request and invoice shall be forwarded for payment.

3.3 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.

3.4 Unbudgeted Funds: 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 County of any kind whatsoever.

IV. COMMENCEMENT OF WORK

4.1 Commencement of Work/Notice to Proceed: Once the bidder has been identified, the award of the contract will be considered and discussed in open County Commissioners Court. Upon acceptance, the bidder shall engage with the County as follows: (a) Attend a mandatory preconstruction meeting to discuss the details of the project and validate scope understanding by the bidder, (b) Submit an original executed contract, (c) Submit executed Performance and Payment bonds and (d) Submit insurance and waivers of subrogation to the County. Upon receipt of the above documentation, a formal Notice to Proceed with an executed agreement will be transmitted to the Vendor. This transmittal will start the construction timetable and work shall commence. Company shall commence work no later than thirty (30) days after receipt of the Notice to Proceed or other written release to proceed and shall continue working until the work is complete.

4.2 Materials: 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.

4.3 Laws: Company shall perform all work in compliance with federal, state and local laws, regulations and orders now in effect or which may hereafter be enacted. Company's actions hereunder shall not arise out of or result from any actual or alleged discrimination, humiliation, harassment or misconduct because of age, color, race, sex, creed, national origin, marital status, sexual preference, or orientation, religion, disability or pregnancy or any other legally protected class; rather, Company shall provide equal employment opportunities.

4.4 Permitting: 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.

4.5 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 County to be done by Company to accomplish any alteration or addition to the work as shown on the Specifications. Company shall perform all extra work under the direction of County's Representative when presented with a written work order signed by County's Representative, subject, however, to the right of the Company to require written confirmation of such extra work order by County. Payment for extra work shall be as agreed in the work order.

4.6 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.

4.7 Clean Up: Company shall promptly remove from County's premises all materials condemned by County'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 County, County may remove and replace such at Company's expense. A clean and orderly project site will be a stipulation at each payment application presented to the County.

4.8 County Involvement: The County'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. The County'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. The County's Representative will not be responsible for Company's failure to perform the work in accordance with the contract.

V. DEFAULT

5.1 Events of Default: Company shall be in default if Company at any time: (1) fails to supply sufficient, properly skilled and conforming labor, materials or equipment in the proper sequence or of the proper quality or quantity; (2) fails to pay any subcontract, supplier, laborer or materialmen or otherwise discharge any obligations arising out of the work; (3) falls behind in its work or delays, hinders or interferes with the work of the County or other subcontractors; (4) offers any form of gratuity, bribe, commission, percentage, brokerage fee or the like in violation of Midland County's Purchasing Code of Ethics; (5) breaches, defaults or otherwise fails to perform any obligation under this Construction Contract, a change order, a scope of work, or similar document; or (6) files a proceeding under any bankruptcy law, makes an assignment for the benefit of creditors; files for a proceeding for dissolution or liquidation, appointments a receiver, trustee, or custodian for any material part of Company's assets; becomes insolvent (unless any of the above items in subparagraph (6) are dismissed within thirty (30) calendar days from the date of filing.

5.2 Time Is of The Essence: 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. A construction duration from NTP to Substantial Completion has been submitted with the awarded bid of _____ continuous calendar days.

5.3 Late Completion: It is hereby understood and mutually agreed, by and between Company and the County, 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 County, 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.

5.4 LIQUIDATED DAMAGES:

5.5 SUBSTANTIAL COMPLETION: Liquidated damages based on the Substantial Completion date [_____] shall apply.

5.6 Owner will suffer damages which are difficult to determine and accurately specify if the Substantial Completion date, which may be amended by Change Order, is not attained. Construction Manager shall pay Owner ONE THOUSAND DOLLARS (\$1,000) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Substantial Completion date. These liquidated damages are in lieu of all liability for all extra costs, losses, expenses, claims, penalties, and any other damages of any nature incurred by Owner resulting from not attaining the Substantial Completion date.

5.7 Notice: Provided, further, that Company shall, within ten (10) days from the beginning of such delay, unless the County shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the County, 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.

5.8 NO STANDBY TIME: COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE COUNTY 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 COUNTY. COMPANY'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.

VI. REMEDIES

6.1 Remedies Generally: Upon an event of default by Company the County may, at its election and in addition to any other rights or remedies at law or in equity and after forty-eight (48) hours written notice to Company, proceed as follows:

- A. Withholding. County may withhold all or any part of any payment otherwise due Company until the default is remedied by Company. No withholding by County shall

relieve Company of its obligation to cure the default or perform the work or other obligations under this Construction Contract, a change order, a scope of work, or similar document. County 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 defective work not remedied; or claims filed or reasonable evidence indicating possible filing of claims; or failure of Company to make payments promptly to subcontractors or for material or labor which County may pay as an agent for the Company; or damages to another contractor or subcontractor. When the above grounds to withhold payment are removed, or Company provides a surety bond satisfactory to County, which will protect County in the amount withheld, payment may be released.

- B. Cure. County may provide itself or through others such labor, materials, equipment or other items or services as may be necessary in the County's sole discretion to cure the default of Company or pay its obligations arising out of the work and perform the work or any part or other obligations of Company. No curative efforts or supplementation by County shall relieve Company of its obligation to cure its default and continue performance of the work and other obligations under this Construction Contract, a change order, a scope of work, or similar document.
- C. Termination. County may terminate Company's right to proceed with performance of the work, in whole or in part, and correct or complete the work or any portion covered by such termination. In the event of termination, Company shall deliver to County all materials and equipment and other work in preparation or progress, and County may, at its option, take possession of and use in completing the work any or all subcontracts and purchase orders or any materials, equipment or other items of Company on the project site at the time of termination.
- D. Withholding At Termination. In the event of termination, County may withhold all payments otherwise due Company as security for the completion of the Work and other obligations of Company, and Company shall not be entitled to any further payment until the Work is completed by County or others at County's direction. If the costs and damages incurred by County on Company's behalf exceed the unpaid balance otherwise due Company, then Company shall not be entitled to any further payment

and shall reimburse any shortfall to County upon demand. If such costs and damages do not exceed the unpaid balance otherwise due Company, then County shall pay the balance to Company, but only to the extent of work performed by Company and unpaid by County through the date of termination, and subject to the terms and conditions of this Construction Contract, a change order, a scope of work, or similar document and any other rights of withholding by County. Company agrees that the payments required by this paragraph are its sole and exclusive remedy for a termination for default, and Company hereby waives any claims or rights of recovery for loss of or anticipated profits on unperformed Work or any other loss or damage.

- E. Bond. County may file a notice, claim, or demand against Company’s bond requiring the surety to take over and complete the project, tender a new contractor at surety’s cost, finance the bond principal’s completion of the work, indemnify the parties, or buy out the bond obligation as the situation requires. The bonding obligations herein will require that the surety perform or pay for items including, but not limited to labor, materials, and equipment until the work contracted for herein is completed and all records retention, insurance, indemnity and warranty periods have terminated.

VII. INSURANCE

7.1 Insurance Requirements: 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:

<u>Commercial General Liability</u> (including contractual liability):	Personal Injury: \$1,000,000.00 per person and \$1,000,000.00 per occurrence Property Damage: \$500,000.00 per occurrence
<u>Commercial Automobile Liability</u> :	\$1,000,000.00 combined single limit
<u>Workers’ Compensation</u> :	Statutory limits
<u>Employers’ Liability</u> :	\$500,000.00 per accident or occurrence
<u>Pollution Liability</u> :	\$1,000,000.00 per occurrence

7.2 General Liability: 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 the County as an additional insured and waive subrogation in favor of the County.

7.3 Auto Policy: The Commercial Automobile Liability insurance provided by Company shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-county vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name County as an additional insured and waive subrogation in favor of County.

7.4 Workers' Compensation: 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 County.

7.5 Subrogation / Additional Insured: All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of County. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name the County as an additional insured on a claims occurred basis. The County 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.

7.6 Subcontractor Insurance: Company shall contractually require all contractors, subcontractors, and sub-subcontractors of any tier 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 Midland County and policies that name Midland County as an additional insured on a claims occurred basis (except workers' compensation).

7.7 Certificates: The Parties agree that, prior to the execution of the Contract, Company shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the County, an example of which is attached hereto as Exhibit C – Acord Form. The County 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. All insurance must be placed through an insurance carrier licensed to operate in Texas and have an AM Best Rating greater than A-VI.

VIII. BONDING

Company shall furnish a Payment and Performance Bond for bids in excess of \$50,000, 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 County. 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 Payment and Performance Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due under the Contract. A line item for premium costs shall be included in the bid tab provided to the County to be included as a part of the total base bid.

IX. WARRANTY

Neither the final payment nor any provision in this contract shall relieve Company of responsibility for faulty materials or workmanship, and Company 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. County shall give notice of observed defects with reasonable promptness.

X. INDEMNITY

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND COUNTY AND ALL OF COUNTY'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 COUNTY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY AND ALL OF COUNTY'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 COUNTY, COUNTY'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 COUNTY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE COUNTY 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 COUNTY 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 COUNTY 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 COUNTY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

XI. ADDITIONAL REQUIREMENTS

11.1 **Wage Scale:** Company agrees to pay all workers in Company's employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area. If Company's work is in the furtherance of a federal-funded project, then 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.

11.2 **Compliance:** Company agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended (disclosure of interested parties). Company agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended (conflict of interest questionnaire). To the extent that Tex. Gov't Code section 2270.002 applies to this Contract, Company hereby verifies that Company does not boycott Israel and will not boycott Israel during the term of this Contract. If Tex. Gov't Code section 2270.002 does not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

11.3 **Records Retention and Production of Information:** To the extent that the work contemplated hereunder is funded by a federal or state grant program, Company shall preserve all records related to the work as prescribed by the funding grant and promptly provide them upon request. To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Company shall (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the County for the duration of the contract, (2) promptly provide to the County any contracting information related to the Contract

that is in the custody or possession of Company on request of the County, and (3) on completion of the Contract, either (i) provide at no cost to the County all contracting information related to the Contract that is in the custody or possession of Company, or (ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to County.

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

11.5 Prompt Pay Act: - County and Company agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the “Prompt Pay Act”) does not waive governmental immunity.

11.6 No Third Party Beneficiary: The County’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.

11.7 Assignment: Company shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein (including to subcontractors and suppliers), without the prior written consent of the County. The issue on whether or not to grant consent to an assignment is in the sole discretion of the County.

11.8 Governmental Immunity: By executing this contract the County is not waiving its right of governmental immunity. The County is retaining its immunity from suit. NO WAIVER OF GOVERNMENTAL IMMUNITY.

11.9 RELEASE: NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES COUNTY, COUNTY’S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT,

CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR COUNTY'S NEGLIGENCE.

11.10 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 County Engineer, or any other reasonable official of the County, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Company will settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Company relies to establish its claim; and a failure to so notify the County Engineer within the time and manner provided herein shall exonerate, excuse and except County from any liability whatsoever. The County is under no obligation to provide notice to Company that Company's notice is insufficient. The County 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 County has actual or constructive notice or knowledge of said claim or alleged damages. Company agrees that the requirements of this entire Contract are reasonable.

11.11 Termination at Will: The County may terminate this Contract at will for no or any reason upon giving at least thirty (30) days written notice to Company. The Parties to this Contract understand and agree that it is in County's sole discretion to cancel the Contract during the term of the Contract without penalty to County. 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.

11.12 Governing Law and Venue: This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Contract, without regard to conflict on laws and rules that would direct application of the laws of another jurisdiction.

11.13 Survival: Notwithstanding termination or cancellation of this Agreement, all express representations, indemnifications or limitations of liability, warranty, insurance, records retentions policies and other provisions, which by their nature would reasonably survive the terms herein, shall survive completion or termination of this Agreement.

XII. 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 COUNTY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271

OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

COMPANY:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this ___ day of _____, 2022, personally appeared, _____, an officer of _____, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of _____, 2022.

Notary Public, State of Texas

THE COUNTY OF MIDLAND, TEXAS

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §

COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this ___ day of _____, 2022, personally appeared, _____, an officer of _____, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of _____, 2022.

Notary Public, State of Texas

Exhibit A

Scope of Work, Specifications, Bid or Cost Summary

Exhibit B

Conflict of Interest Reporting Requirements and
Conflict of Interest Questionnaire

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.

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 a misdemeanor if the vendor knowingly violates Section 176.006, Local Government Code.

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 County 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:

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

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> 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.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>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.</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>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.</p>	
<p>6 <input type="checkbox"/> 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).</p>	
<p>7</p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>	

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.

Superseded General Decision Number: TX20220261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$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
1	02/03/2023

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 29.47	24.10

 ENGI0178-005 06/01/2020

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

Tons and under.....\$ 32.35 13.10

IRON0084-011 06/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 26.76	7.88

* PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER.....	\$ 28.64	10.65

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER.....	\$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.76 **	0.00
ELECTRICIAN.....	\$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 11.80 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.25 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22	0.34
OPERATOR: Forklift.....	\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....	\$ 13.37 **	0.00
OPERATOR: Loader.....	\$ 13.55 **	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 15.00 **	0.73
PIPEFITTER.....	\$ 25.80	8.55
ROOFER.....	\$ 14.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 19.50	0.00
TILE FINISHER.....	\$ 11.22 **	0.00

TILE SETTER.....	\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

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

=====
** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$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.

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END OF GENERAL DECISIO"

DESIGN PROFESSIONAL RESPONSIBILITY

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

DIVISION 01 - GENERAL REQUIREMENTS

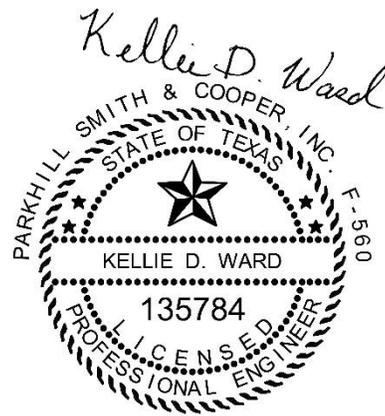
01 57 13 Erosion and Sediment Control During Construction

DIVISION 02 – EXISTING CONDITIONS

02 41 16 Structure Demolition

DIVISION 31 - EARTHWORK

31 10 00 Site Clearing
31 20 00 Earth Moving



02/28/2023

SECTION 01 57 13 - TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes Contractors responsibilities for implementation of a Project Stormwater Pollution Prevention Plan (SWPPP) and installation, maintenance, and removal of erosion and sediment control devices.
- B. Related Requirements:
 - 1. Other Division 01 Specification Sections apply to Work of this Section.
 - 2. Local jurisdiction requirements.

1.2 REFERENCES

- A. Reference standards cited herein refer to the current reference standard published at the time of the latest revision date logged unless a date is specifically cited.
 - 1. TCEQ TPDES General Permit No. TXR15000.

1.3 CONTRACTOR RESPONSIBILITIES

- A. Meet all TCEQ and EPA requirements for stormwater pollution prevention to include:
 - 1. Developing a Stormwater Pollution Prevention Plan (SWPPP) unless otherwise stated in Contract Documents;
 - 2. Filing Notice of Intent (NOI) and include Owner as Operator;
 - 3. Installing and maintaining all erosion control measures and best management practices (BMPs);
 - 4. Performing inspections and preparing reports;
 - 5. Filing Notice of Termination (NOT); and
 - 6. Removing erosion control measures and BMPs from site.

1.4 SUBMITTALS

- A. SWPPP, submit to Engineer.

PART 2 - PRODUCTS

2.1 PRODUCT TYPES AND MATERIALS

- A. Sand/Gravel Bags: Furnish sand/gravel as a temporary structural practice to minimize erosion and sediment practice to minimize erosion and sediment runoff. Properly place bags to effectively retain sediment, remove/relocate/replace bags as needed for Work to progress. Replace bags in poor condition as needed. In accordance with SWPPP requirements.
- B. Stabilized Construction Entrances. Provide materials to meet details shown herein and on Drawings.
 - 1. Provide crushed aggregate for long- and short-term construction exits.

- C. Sandbags:
 - 1. Provide sandbag material of polypropylene-, polyethylene-, or polyamide-woven fabric with minimum 4-ounce-per-square-yard unit weight, Mullen burst-strength exceeding 300 psi, and ultraviolet stability exceeding 70 percent.
 - 2. Ensure any soil tracked off-site is cleaned from existing roads as soon as possible. Check for pollutants, including mud, silt, sand, construction materials, etc., tracked or washed off-site and perform necessary clean-up measures at the end of each work day.
- D. Temporary Sediment Control Fence:
 - 1. Provide net-reinforced fence using woven, geotextile fabric, to effectively retain sediment and control dust in accordance with Project Specifications, SWPPP, and local jurisdictional requirements.

PART 3 - EXECUTION

3.1 CLEANING

- A. Waste Management: Remove sediment, debris, and litter as needed.

3.2 MAINTENANCE

- A. Install and maintain temporary erosion- and sedimentation-control device integrity to accumulate silt and debris until earthwork construction and permanent erosion-control features are in place or disturbed area is adequately stabilized as determined by Engineer.
- B. If device ceases to function as intended, repair or replace device or portions thereof as necessary.
- C. Inspect construction site as prescribed in TPDES General Permit.
- D. Maintain records of inspections and modifications based on inspection results, if any, and make available in accordance with permit.

3.3 CLOSEOUT ACTIVITIES

- A. Erosion-control measures remain in place and maintained until all soil-disturbing activities at Project site are complete and site is stabilized as required by the permit.
- B. Establish a uniform vegetative cover of 70 percent on all unpaved areas, areas not covered by permanent structures, or where permanent erosion-control measures (i.e. riprap, gabions, or geotextiles) are employed.
- C. Transmit copy of submitted NOT to Engineer.

END OF SECTION

SECTION 02 41 16 - STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of buildings.
 - 2. Removing below-grade construction.
 - 3. Disconnecting, capping, or sealing, and abandoning in-place site utilities.
- B. Related Requirements:
 - 1. Division 01 Specification Sections apply to Work of this Section.
 - 2. Section 31 10 00 "Site Clearing" for site clearing and removal of above- and below-grade site improvements not part of building demolition.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged.

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.4 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at 301 S Main Street, Midland, Texas 79701.
 - 1. Inspect and discuss condition of construction to be demolished.
 - 2. Review structural load limitations of existing structures.
 - 3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review and finalize protection requirements.
 - 5. Review procedures for noise control and dust control.
 - 6. Review procedures for protection of adjacent buildings.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- C. Schedule of Building Demolition Activities: Indicate the following:
 - 1. Detailed sequence of demolition work, with starting and ending dates for each activity.
 - 2. Temporary interruption of utility services.
 - 3. Shutoff and capping of utility services.
- D. Predemolition Photographs or Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage

caused by salvage and demolition operations. Comply with Section 01 32 33 "Photographic Documentation." Submit before the Work begins.

- E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.6 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.7 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

1.8 FIELD CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Hazardous materials will be removed by Owner under a separate contract.
 - 2. Disposal of materials and debris associated with demolition of this facility will be in compliance with 30 TAC, Chapter 330 MSW Rules, Limitations, and Acceptance.
 - 3. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
 - 4. Contractor will file Neshap Demolition Notification in compliance with Texas DSHS Neshap Notifications. That notification can be filed electronically with the following link:
<https://www.dshs.texas.gov/asbestos-program/notifications-asbestos-program>
- D. On-site storage or sale of removed items or materials is not permitted.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

2.2 SOIL MATERIALS

- A. Satisfactory Soils: Comply with requirements in Section 312000 "Earth Moving."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Inventory and record the condition of items to be removed and salvaged.

3.2 PREPARATION

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Utilities to be Disconnected: Locate, identify, disconnect, and seal or cap off utilities serving buildings and structures to be demolished.
 - 1. Confirm existing utilities have been disconnected, if not Contractor will arrange to shut off utilities with utility companies.
 - 2. Cut off pipe or conduit within limits of building footprint below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
 - 3. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.4 PROTECTION

- A. Existing Facilities: Protect adjacent walkways and pavement noted in Plans.
- B. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of demolition.
- C. Existing Utilities to Remain: Maintain utility services to remain and protect from damage during demolition operations.
 - 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities.
- D. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated.
 - 1. Protect adjacent buildings and facilities from damage due to demolition activities.
 - 2. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
 - 3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 4. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
 - 5. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.

- E. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.5 DEMOLITION, GENERAL

- A. General: Demolish indicated buildings completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
 - 2. Maintain fire watch during and for at least 2 hours after flame-cutting operations.
 - 3. Maintain adequate ventilation when using cutting torches.
 - 4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed trafficways if required by authorities having jurisdiction.
 - 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- C. Explosives: Use of explosives is not permitted.

3.6 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 - 1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.
- C. Below-Grade Construction: Demolish foundation walls and other below-grade construction.
 - 1. Remove below-grade construction, including basements, foundation walls, and footings, completely. Existing Utilities: Abandon existing utilities and below-grade utility structures. Cut utilities flush with grade.
- D. Existing Utilities: Demolish and remove existing utilities and below-grade utility structures and protect existing utility main lines.

3.7 SITE RESTORATION

- A. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials according to backfill requirements in Section 31 20 00 "Earth Moving."

- B. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

3.8 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Do not burn demolished materials.

3.9 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.
 - 1. Clean roadways of debris caused by debris transport.

END OF SECTION

SECTION 31 10 00 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Removing surface debris.
 - 2. Removing above- and below-grade site improvements.
 - 3. Removing designated trees, shrubs, and other plant life.
 - 4. Disconnecting, capping, or sealing, and include disconnecting and capping utilities.
 - 5. Temporary erosion and sedimentation control.
- B. Related Requirements:
 - 1. Division 01 Specification Sections apply to Work of this Section.
 - 2. Section 01 57 13 "Erosion and Sediment Control During Construction" for temporary erosion- and sedimentation-control measures."
 - 3. Section 02 41 16 "Structure Demolition" for demolition of buildings, structures, and site improvements.
 - 4. Section 31 20 00 "Earth Moving" for excavating and backfilling for controlling surface-water runoff and ponding, and for dewatering excavations.

1.2 DEFINITIONS

- A. Subsoil: Soil beneath the level of subgrade; soil beneath topsoil layers of a naturally-occurring soil profile, typified by less than 1-percent organic matter and few soil organisms.
- B. Surface Soil: Soil present at the top layer of existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, surface soil can be subsoil.
- C. Topsoil: Top layer of soil profile consisting of existing native surface topsoil or existing in-place surface soil; zone where plant roots grow.
- D. Topsoil: Top layer of soil profile consisting of existing native surface topsoil or existing in-place surface soil; zone where plant roots grow. Appearance is generally friable, pervious, and black or darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects larger than **2-inches** in diameter; free of weeds, roots, toxic materials, or other nonsoil materials.
- E. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other
- F. vegetation to be protected during construction and indicated on Drawings.
- G. Tree-Protection Zone: Area surrounding individual trees or groups of trees protected during construction and indicated on Drawings.
- H. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.3 MATERIAL OWNERSHIP

- A. Except for materials indicated to stockpile or otherwise remain Owner property, cleared materials shall become Contractor property and removed from Project site.

1.4 INFORMATIONAL SUBMITTALS

- A. Existing Conditions: Contractor shall document existing trees, plantings, adjoining construction, and site improvements to document preconstruction conditions that might be misconstrued as damage caused by site clearing.
 - 1. Use sufficiently detailed photographs or video recordings.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.
- A. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.5 QUALITY ASSURANCE

- A. Conform to TCEQ and City of Midland Requirements for environmental requirements and disposal of debris.
- B. Perform Work in accordance with Municipality of City of Midland Public Works standard.

1.6 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property obtained by Owner before award of Contract.
 - 1. Do not proceed with work on adjoining property until directed by Engineer.
- C. Utility Locator Service: Contractor shall notify One Call for area where Project is located before site clearing.
- D. Do not commence site-clearing operations until temporary erosion- and sedimentation-control measures are in place.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 31 20 00 "Earth Moving."
 - 1. Obtain approved borrow soil material off-site when satisfactory soil material not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Call Local Utility Line Information service as noted in Drawings not less than three working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.

3.2 PROTECTION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Verify trees, shrubs, and other vegetation to remain or be relocated are flagged and protection zones identified.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to original condition, as acceptable to Owner.

3.3 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation is established.
- C. Remove erosion and sedimentation controls. Restore and stabilize areas disturbed during removal.

3.4 TREE AND PLANT PROTECTION

- A. Protect trees and plants remaining on-site according to Drawings.

3.5 EXISTING UTILITIES

- A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor. Verify utilities are disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, seal or cap, cut, and plug utilities indicated to be removed.
 - 1. Arrange with utility companies to shut off indicated utilities.
 - 2. Owner will arrange to shut off indicated utilities when requested by Contractor.
- C. Locate, identify, disconnect, cut, and plug utilities indicated to abandon in place.
- D. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions, then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Owner's not less than 2 days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's written permission.
- E. Excavate for and remove underground utilities indicated to remove.

3.6 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or be relocated.
 - 2. Grind down or remove stumps and remove roots, obstructions, and debris to a depth of 18 inches below exposed subgrade.
 - 3. Use only hand methods or air spade for grubbing within protection zones.
 - 4. Chip removed tree branches and stockpile in areas approved by Engineer dispose off-site.
 - 5. Clear undergrowth and deadwood without disturbing subsoil.
 - 6. Apply herbicide to remaining stumps to inhibit growth.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8-inches and compact each layer to a density equal to minimum 85% compaction.

3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated.
- B. Remove slabs, curbs, and gutters as indicated.
 - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
 - 2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces remaining exposed.

3.8 DISPOSE SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose off Owner property.

END OF SECTION

SECTION 31 20 00 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Excavating and filling for rough grading the Site.
 - 2. Excavating and backfilling for buildings and structures.
 - 3. Subsurface drainage backfill for walls and trenches.
 - 4. Excavating and backfilling trenches for utilities and pits for buried utility structures.
- B. Related Requirements:
 - 1. Division 01 Specification Sections apply to Work of this Section.
 - 2. Section 31 10 00 "Site Clearing" removal of above- and below-grade improvements and utilities.

1.2 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- C. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Primary Designer. Unauthorized excavation, as well as remedial work directed by Primary Designer, shall be without additional compensation.
- D. Fill: Soil materials used to raise existing grades.
- E. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- F. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- G. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct preexcavation conference at 301 S Main St. and 300 Baird St.
 - 1. Review methods and procedures related to earthmoving, including, but not limited to, the following:
 - a. Personnel and equipment needed to make progress and avoid delays.
 - b. Coordination of Work with utility locator service.
 - c. Coordination of Work and equipment movement with the locations of tree- and plant-protection zones.
 - d. Extent of trenching by hand or with air spade.
 - e. Field quality control.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
 - 1. Classification according to ASTM D2487.
 - 2. Laboratory compaction curve according to ASTM D1557.

1.5 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E329 and ASTM D3740 for testing indicated.

1.6 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: Notify "One Call" for area where Project is located before beginning earth-moving operations.
- C. Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures specified in Section 01 57 13 "Erosion and Sediment Control During Construction" and Section 31 10 00 "Site Clearing" are in place.
- D. Do not direct vehicle or equipment exhaust towards protection zones.
- E. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil or a combination of these groups; free of rock or gravel larger than 3-inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

2.2 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6-inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches (750 mm) deep; colored as follows:
 - 1. Red: Electric.
 - 2. Yellow: Gas, oil, steam, and dangerous materials.
 - 3. Orange: Telephone and other communications.
 - 4. Blue: Water systems.
 - 5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.
 - 1. Perform blasting without damaging adjacent structures, property, or site improvements.
 - 2. Perform blasting without weakening the bearing capacity of rock subgrade and with the least-practicable disturbance to rock to remain.

3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 - 2. Remove rock to lines and grades indicated to permit installation of permanent construction.
- B. Classified Excavation: Excavate to subgrade elevations
 - 1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; and soil, boulders, and other materials not classified as rock or unauthorized excavation.
 - a. Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.
 - 2. Rock excavation includes removal and disposal of rock. Remove rock to lines and subgrade elevations indicated to permit installation of permanent construction.

3.5 EXCAVATION FOR STRUCTURES

- A. Excavations at Edges of Tree- and Plant-Protection Zones:

1. Excavate by hand or with an air spade to indicated lines, cross sections, elevations, and subgrades. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.7 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12-inches (300 mm) higher than top of pipe or conduit unless otherwise indicated.
 1. Clearance: 12-inches (300 mm) each side of pipe or conduit as indicated.
- B. Trench Bottoms: Excavate trenches 4-inches (100 mm) deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.
 1. Excavate trenches 6-inches (150 mm) deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

3.8 SUBGRADE INSPECTION

- A. Notify Primary Designer when excavations have reached required subgrade.
- B. If Primary Designer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons (13.6 tonnes) to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph (5 km/h).
 2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Primary Designer, and replace with compacted backfill or fill as directed.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Parkhill, without additional compensation.

3.9 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.10 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
 2. Surveying locations of underground utilities for Record Documents.

3. Testing and inspecting underground utilities.
 4. Removing trash and debris.
 5. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.11 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Backfill voids with satisfactory soil while removing shoring and bracing.
- C. Initial Backfill:
1. Soil Backfill: Place and compact initial backfill of satisfactory soil, free of particles larger than 1-inch (25 mm) in any dimension, to a height of 12-inches (300 mm) over the pipe or conduit.
 - a. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
 2. Controlled Low-Strength Material: Place initial backfill of controlled low-strength material to a height of 12-inches (300 mm) over the pipe or conduit. Coordinate backfilling with utilities testing.
- D. Final Backfill:
1. Soil Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.
 2. Controlled Low-Strength Material: Place final backfill of controlled low-strength material to final subgrade elevation.
- E. Warning Tape: Install warning tape directly above utilities, 12-inches (300 mm) below finished grade, except 6-inches (150 mm) below subgrade under pavements and slabs.

3.12 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
1. Under footings and foundations, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.13 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by +/- 2% and is too wet to compact to specified dry unit weight.

3.14 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8-inches (200 mm) in loose depth for material compacted by heavy compaction equipment and not more than 4-inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D1557:
 - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12-inches (300 mm) of existing subgrade and each layer of backfill or fill soil material at 95 percent.
 - 2. Under walkways, scarify and recompact top 6-inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 92 percent.
 - 3. Under turf or unpaved areas, scarify and recompact top 6-inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 85 percent.
 - 4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

3.15 GRADING

- A. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:

3.16 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. Testing agency will test compaction of soils in place according to ASTM D1556, ASTM D2167, ASTM D2937, and ASTM D6938, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Foundation Wall Backfill: At each compacted backfill layer, at least one test for every 100-feet (30 m) or less of wall length but no fewer than two tests.
 - 2. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150-feet (46 m) or less of trench length but no fewer than two tests.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify, and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.17 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Primary Designer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION

THE PLAT INCLUDED ON THIS SHEET IS INCLUDED FOR REFERENCE PURPOSES ONLY. THE SEALING PROFESSIONAL FOR THIS CONSTRUCTION DRAWING SET TAKES NO OWNERSHIP OF THIS SHEET OR THE INFORMATION PROVIDED THEREON, BUT DOES AUTHORIZE IT TO BE PART OF THIS CONSTRUCTION DRAWING SET.

FILE UNDER:

DO NOT REMOVE ORIGINAL TOWN

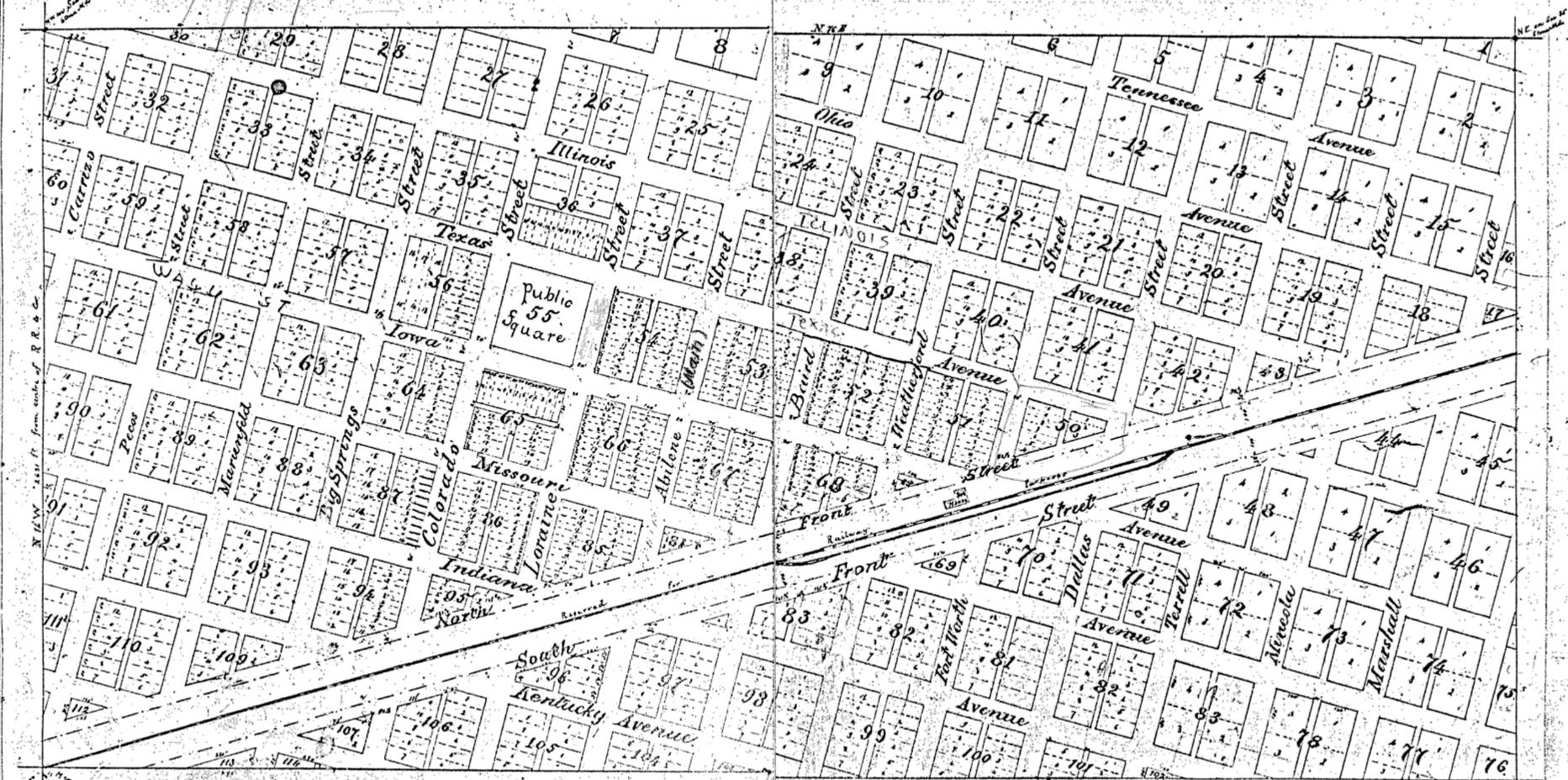
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233

FROM

PLANNING

Map of the Town of
MIDLAND
 TOM GREEN COUNTY TEXAS
 Sec. N^o 35 T^o 8 P. R^y C^o S^urs



Office of the Midland Town
 Company, Co. Spruce, Tex.
 May 15, 1884

Filed for record in Office on the 17th day of May 1884 at 11 o'clock A.M.
 Daily Recorded June 17th 1884 at 9 o'clock A.M.
 Geo. Lusk

I hereby certify that this map represents correctly the Town of Midland
 as laid out and surveyed by the Midland Town Company and
 located on N^o 35 in Block N^o 32 Township 1 South of the T^o 8 P. R^y C^o S^urs
 by Company thereat in Tom Green County Texas J. O. Warrick
 Secretary of the Midland Town Company

(BOSTWICK'S)

Main and Baird
 Demolition
 Site Improvements

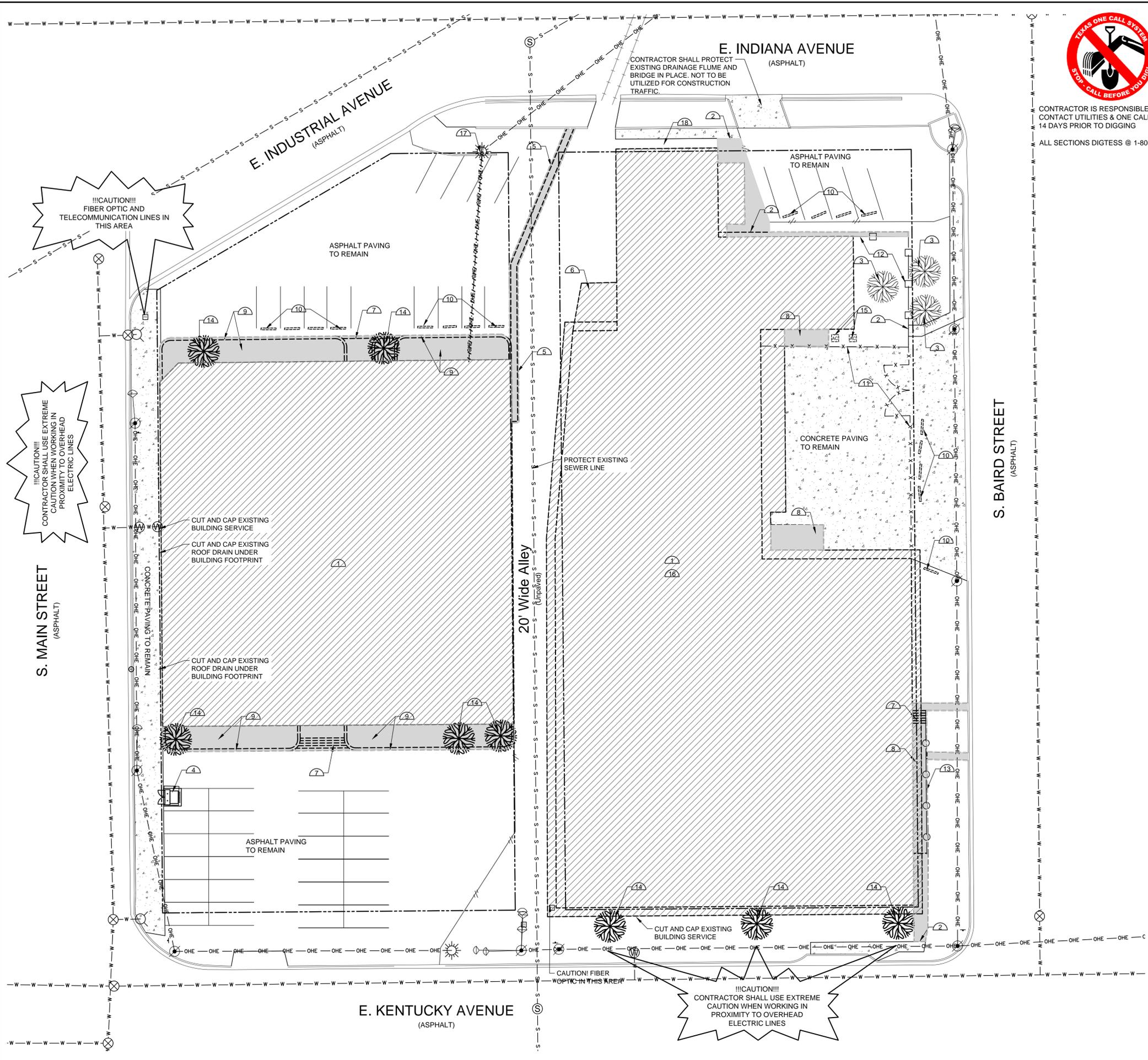
CLIENT
 Midland County, TX
 500 North Loraine
 Midland, Texas 79701

PROJECT NO.
 40601.22

03/01/2023 Issue for Bid
 # DATE DESCRIPTION

Plat
 C-101

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CONTRACTOR IS RESPONSIBLE TO CONTACT UTILITIES & ONE CALL SYSTEM 14 DAYS PRIOR TO DIGGING

ALL SECTIONS DIGTESS @ 1-800-344-8377



Know what's below. Call before you dig.

CONTRACTOR WILL FILE NESHAP DEMOLITION NOTIFICATION IN COMPLIANCE WITH TEXAS DSHS NESHAP NOTIFICATIONS. THAT NOTIFICATION CAN BE FILED ELECTRONICALLY WITH THE FOLLOWING LINK: https://www.dshs.texas.gov/asbestos-program/notifications-asbestos-program

DISPOSAL OF MATERIALS AND DEBRIS ASSOCIATED WITH DEMOLITION OF THIS FACILITY WILL BE IN COMPLIANCE WITH 30 TAC, CHAPTER 330 MSW RULES, LIMITATIONS AND ACCEPTANCE.

DEMOLITION NOTES

- A. THE EXISTING UTILITIES, ABOVE GROUND AND UNDER GROUND, INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION SUPPLIED BY OTHERS. VERIFY, BOTH HORIZONTALLY AND VERTICALLY, THE LOCATIONS OF ALL EXISTING UTILITIES, APPURTENANCES, OR OTHER FEATURES, PRIOR TO CONSTRUCTION. TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES, APPURTENANCES, AND ANY OTHER FEATURES ENCOUNTERED, AND NOTIFY THE ENGINEER PROMPTLY OF ANY CONFLICTS WITH THE WORK.
B. CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE ONE CALL SYSTEM (811) PRIOR TO CONSTRUCTION.
C. HAUL AWAY AND PROPERLY DISPOSE OF ALL MATERIAL REMOVED/DEMOLISHED FROM THE SITE IN ACCORDANCE WITH CITY, STATE, AND NATIONAL REQUIREMENTS.
D. CONTRACTOR IS RESPONSIBLE FOR ALL MISCELLANEOUS REPAIRS DUE TO DEMOLITION DAMAGE, AT OWN EXPENSE.
E. ALL STREET SIGNS WILL REMAIN UNLESS OTHERWISE NOTED. COORDINATE WITH APPROPRIATE UTILITY OWNER OR THE CITY OF MIDLAND PRIOR TO REMOVING, RELOCATING, CONNECTING TO, OR DISCONNECTING ANY UTILITIES.
G. ALL POWER POLES TO BE PROTECTED DURING DEMOLITION AND TO REMAIN UNLESS OTHERWISE NOTED.
H. DISCONNECT AND CAP ALL UTILITY SERVICES TO EXISTING BUILDINGS.
I. PARKING, GROUND LEVEL PAVING AND SIDEWALK TO REMAIN.
J. RETURN SITE TO EVEN GRADE PER BACKFILL SPECIFICATIONS.
K. PRIOR TO PERFORMING ANY WORK WHICH MAY OBSTRUCT OR IMPEDE THE NORMAL FLOW OF TRAFFIC (INCLUDING PEDESTRIAN TRAFFIC) WITHIN THE CITY RIGHT-OF-WAY, A TRAFFIC CONTROL PLAN SHALL BE PROVIDED BY THE CONTRACTOR IN ACCORDANCE WITH THE CURRENT EDITION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTD) ON THE WEBSITE OF THE TEXAS TRAFFIC CONTROL PLAN TO THE CITY OF MIDLAND FOR REVIEW AND APPROVAL.
L. CONTRACTOR SHALL NOT UNLOAD OR STORE MATERIALS, PERMIT WORKERS TO PARK, NOR PARK EQUIPMENT WITHIN THE STREET RIGHT-OF-WAY WHERE STREET IS OPEN TO PUBLIC TRAVEL WITHOUT PRIOR APPROVAL OF THE CITY OF MIDLAND.
M. CONTRACTOR IS RESPONSIBLE FOR PREPARING CONSTRUCTION SAFETY PLAN.
N. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING 36" CLEARANCE AROUND FIRE HYDRANTS AT ALL TIMES THROUGHOUT DEMOLITION ACTIVITIES.
O. POWER UTILITY DISCONNECT IS THE RESPONSIBILITY OF THE OWNER. DEMOLITION PERMITTING THROUGH THE CITY AND/OR MUNICIPALITY IS THE RESPONSIBILITY OF THE GC INCLUDING ANY PLUMBING, WATER, OR UTILITY OTHER THAN POWER.
Q. CONTRACTOR RESPONSIBLE FOR SUFFICIENT BACK FILL TO PROVIDE SUFFICIENT 1 YEAR NO PONDING GUARANTEE ON SITE.
R. CONTRACTOR NOT RESPONSIBLE FOR STRUCTURAL SITE AND/OR DIRT WORK IN PREPARATION FOR FUTURE USE UNLESS OTHERWISE INSTRUCTED THROUGH MUNICIPAL REPRESENTATIVE IN WRITING WITH SPECIFICATION.

DEMOLITION KEY NOTES

- REMOVE EXISTING CONSTRUCTION AS INDICATED BY: (00)
1. DEMOLISH AND COMPLETELY REMOVE EXISTING BUILDING AND ALL APPURTENANCES, INCLUDING FOUNDATION
2. SAWCUT AND REMOVE TO NEXT JOINT. MAINTAIN A NEAT VERTICAL FACE
3. EXISTING TREES TO REMAIN - NOTIFY ENGINEER OF ANY CONFLICTS THAT MAY CAUSE DAMAGE TO TREE OR ROOT SYSTEM DURING DEMOLITION
4. EXISTING TRANSFORMER TO REMAIN AND BE PROTECTED - COORDINATE DECOMMISSION WITH ONCOR
5. REMOVE EXISTING CONCRETE CURB
6. REMOVE EXISTING LOADING DOCK
7. REMOVE EXISTING CONCRETE STAIRS
8. REMOVE EXISTING CONCRETE RAMP
9. REMOVE EXISTING CONCRETE RETAINING WALL AND PLANTER BEDS
10. REMOVE EXISTING PARKING BLOCKS
11. REMOVE EXISTING CHANLINK FENCE
12. REMOVE EXISTING WOODEN FENCE
13. REMOVE EXISTING HAND RAIL
14. REMOVE EXISTING TREE
15. REMOVE EXISTING AIR CONDITIONING UNITS
16. EXISTING BASEMENT TO BE REMOVED AND BACKFILLED PER CITY REQUIREMENTS
17. LIGHT POLE TO REMAIN
18. REMOVE BUSHES AND SHRUBS IN PLANTER

LEGEND

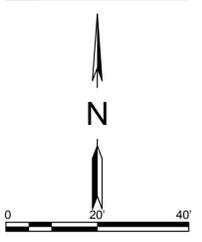
- - - - - PROPERTY LINE
-OHE- OVERHEAD ELECTRIC LINE TO REMAIN
-OHE- REMOVE OVERHEAD ELECTRIC LINE
[Diagonal Hatching] DEMOLISH EXISTING BUILDING
[Stippled] DEMOLISH EXISTING CONCRETE OR HARD SURFACE IN THIS AREA
[Patterned] EXISTING SIDEWALK AND CONCRETE PAVING TO REMAIN

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Main and Baird Demolition Site Improvements



CLIENT: Midland County, TX
500 North Loraine
Midland, Texas 79701

PROJECT NO: 40601.22

03/01/2023 Issue for Bid
DATE DESCRIPTION

Demolition Plan CD101

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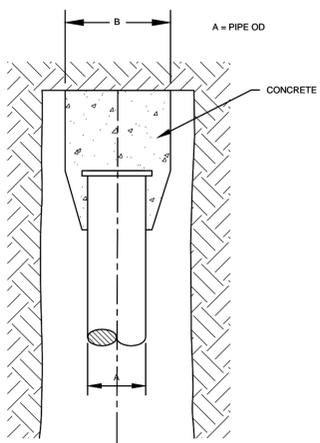
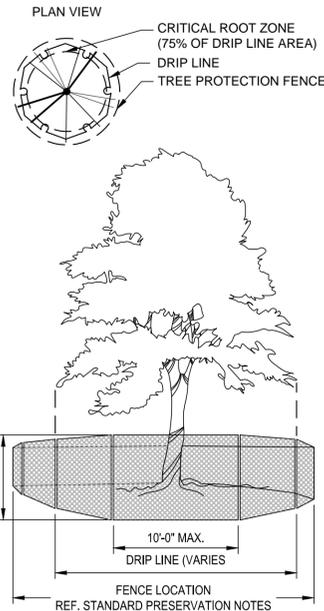
03/01/2023

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**Main and Baird
Demolition
Site Improvements**

STANDARD PRESERVATION NOTES FOR TREES AND NATURAL AREA PROTECTION

- ALL TREES AND NATURAL AREAS SHOWN ON PLAN TO BE PRESERVED SHALL BE PROTECTED DURING CONSTRUCTION WITH TEMPORARY FENCING AND OTHER MEASURES AS NEEDED WHICH MAY INCLUDE RETAINING WALLS, PRUNING OF LIMBS, ROOTS, ETC.
- PROTECTIVE FENCES SHALL BE ERECTED ACCORDING TO THIS DETAIL UNLESS OTHERWISE NOTED.
- PROTECTIVE FENCES SHALL BE INSTALLED PRIOR TO THE START OF ANY SITE PREPARATION WORK (CLEARING, GRUBBING, OR GRADING), AND SHALL BE MAINTAINED THROUGHOUT ALL PHASES OF THE CONSTRUCTION PROJECT.
- EROSION AND SEDIMENTATION CONTROL BARRIERS SHALL BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILD-UP WITHIN TREE DRIP LINES.
- PROTECTIVE FENCES SHALL SURROUND THE TREES OR GROUP OF TREES, AND BE LOCATED NO CLOSER THAN THE OUTERMOST LIMIT OF BRANCHES (DRIP LINE) PLUS AN ADDITIONAL 2'-0" AWAY FROM THE LIMITS OF DRIP LINE. PROTECTIVE FENCES SHALL FOLLOW THE LIMIT OF CONSTRUCTION LINE IN ORDER TO PREVENT THE FOLLOWING:
 - SOIL COMPACTION IN THE ROOT ZONE AREA RESULTING FROM VEHICULAR TRAFFIC OR STORAGE OF EQUIPMENT OR MATERIALS.
 - ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES (GREATER THAN 6" CUT OR FILL), OR TRENCHING NOT REVIEWED AND AUTHORIZED.
 - WOUNDS TO EXPOSED ROOTS, TRUNK, OR LIMBS BY MECHANICAL EQUIPMENT
 - OTHER ACTIVITIES DETRIMENTAL TO TREES SUCH AS CHEMICAL STORAGE, CEMENT TRUCK CLEANING, AND FIRES.
- EXCEPTIONS TO INSTALLING FENCES AT TREE DRIP LINES MAY BE PERMITTED IN THE FOLLOWING CASES:
 - WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, TREE WELL, OR OTHER SUCH SITE DEVELOPMENT, ERECT THE FENCE APPROXIMATELY 2'-4" BEYOND THE AREA DISTURBED.
 - WHERE PERMEABLE PAVING IS TO BE INSTALLED WITHIN A TREE'S DRIP LINE, ERECT THE FENCE AT THE OUTER LIMITS OF THE PERMEABLE PAVING AREA (PRIOR TO SITE GRADING SO THAT THIS AREA IS GRADED SEPARATELY BY HAND PRIOR TO PAVING INSTALLATION TO MINIMIZE ROOT DAMAGE.
 - WHERE TREES ARE CLOSE TO THE PROPOSED BUILDINGS, ERECT THE FENCE TO ALLOW ROOT PRUNING IN THE WORK SPACE BETWEEN THE FENCE AND THE BUILDING, PRIOR TO DISTURBANCE. THE FENCE CAN BE ERECTED AT THE POINT OF ROOT PRUNING.
 - WHERE THERE ARE SEVERE SPACE CONSTRAINTS DUE TO TRACT SIZE, OR OTHER SPECIAL REQUIREMENTS, CONTACT AN ARBORIST TO DISCUSS ALTERNATIVES AT NO ADDITIONAL COST TO THE OWNER.
 - SPECIAL NOTE: EXCEPTIONS ARE PERMITTED FOR AREAS OUTSIDE THE CRITICAL ROOT ZONE. NO DISTURBANCES ARE PERMITTED WITHIN THE CRITICAL ROOT ZONE (75% OF THE DRIP LINE AREA). FOR THE PROTECTION OF NATURAL AREAS, NO EXCEPTIONS TO INSTALLING FENCING AT THE LIMIT OF CONSTRUCTION LINE WILL BE PERMITTED, AND NO SILTING, STOCK PILING OF MATERIALS OR DIRT IS ALLOWED AROUND TREES.
- WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN A FENCE BEING CLOSER THAN 4' TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED-ON PLANKING TO A HEIGHT OF 8' IN ADDITION TO THE REDUCED FENCING PROVIDED.
- TREES APPROVED FOR REMOVAL SHALL BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
- ANY ROOTS EXPOSED BY CONSTRUCTION ACTIVITY SHALL BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREAS WITH GOOD QUALITY TOP SOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN 2 DAYS, COVER THEM WITH ORGANIC MATERIAL IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
- TRENCHING REQUIRED WITHIN THE PROTECTED ZONE SHALL BE PLACED AS FAR FROM THE EXISTING TREE TRUNKS AS POSSIBLE. ALL TRENCHING WITHIN THE PROTECTED ZONE SHALL BE HAND DUG AND TREE ROOTS SHALL BE PROTECTED.
- NO LANDSCAPE TOPSOIL DRESSING GREATER THAN 2" SHALL BE PERMITTED WITHIN THE DRIP LINE OF TREES. NO SOIL OR MULCH IS PERMITTED ON THE ROOT FLARE OF ANY TREE.
- LIMBING AND PRUNING TO PROVIDE CLEARANCE FOR STRUCTURES, TRAFFIC, AND EQUIPMENT SHALL TAKE PLACE BEFORE DAMAGE OCCURS.
- ALL FINISHED PRUNING SHALL BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES).



PIPE OD A	BLOCKING DIMENSIONS	
	B	C
4"	1'-0"	1'-0"
6"	1'-7"	1'-0"
8"	2'-2"	2'-2"
10"	2'-8"	2'-8"
12"	3'-2"	3'-2"
14"	3'-8"	3'-8"
16"	4'-3"	4'-3"

C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH

NOTES:

- CAP ALL WATER MAIN STUB OUTS.
- FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
- ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
- FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
- THRUST BLOCKING DESIGN TO BE PROVIDED IN CONSTRUCTION DRAWINGS FOR PIPES LARGER THAN 16" DIAMETER.
- MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
- CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



DRAWN: DPM
CHECKED: JCF
APPROVED: MCG

EFFECTIVE DATE: 10/01/2018

SCALE: NTS

DETAIL:

BLOCKING FOR CAP

617



TREE PROTECTION

NO SCALE

CLIENT
Midland County, TX

500 North Loraine
Midland, Texas 79701

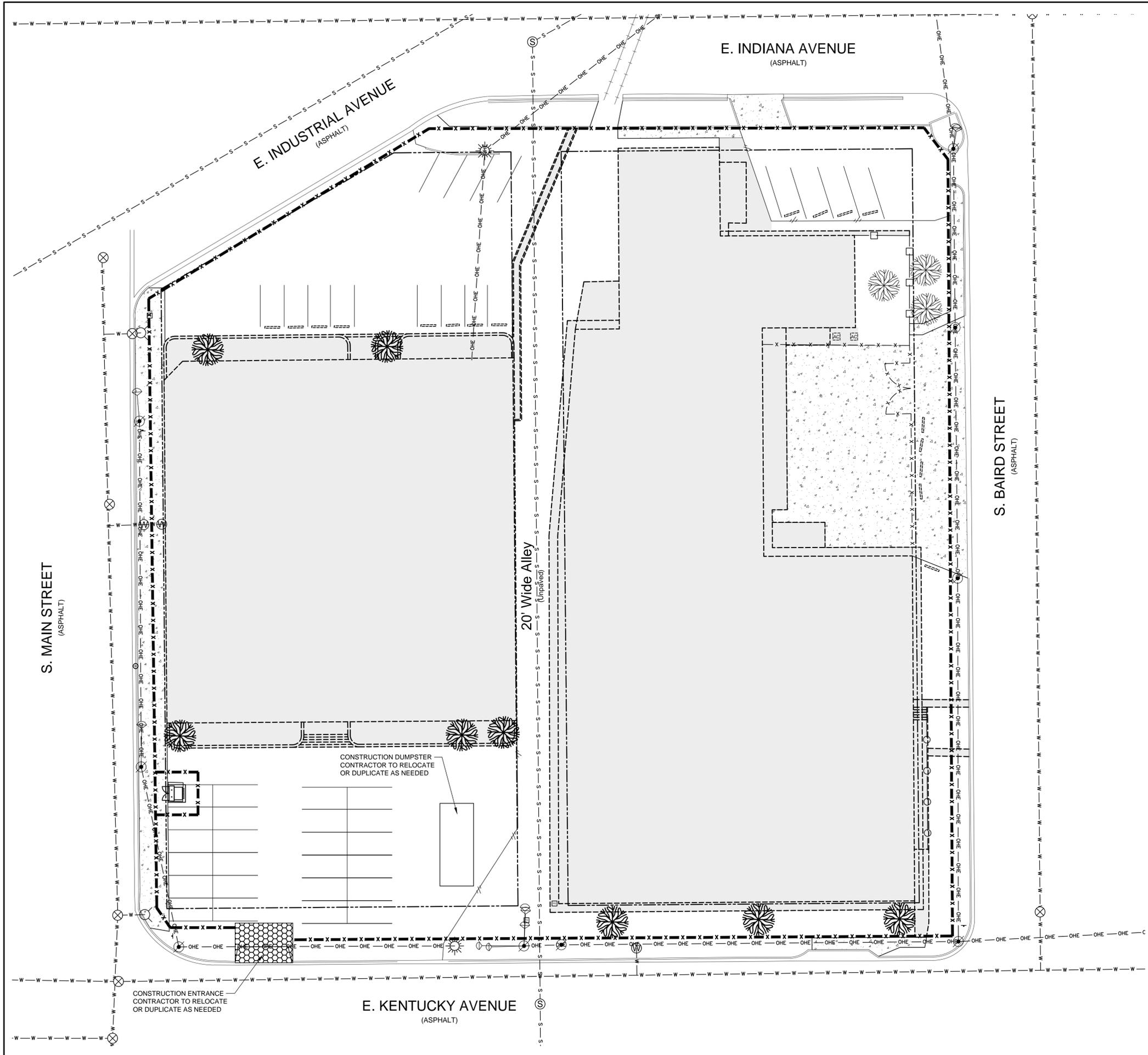
PROJECT NO.
40601.22

03/01/2023 Issue for Bid
DATE DESCRIPTION

**Demolition
Details**

CD501

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EROSION CONTROL PLAN NOTES

- A. THIS MAP IS PART OF A TPDES STORMWATER POLLUTION PREVENTION PLAN. REFER TO THE TEXT PORTION OF THE PLAN FOR ADDITIONAL INFORMATION, REQUIREMENTS AND PROCEDURES. PLAN TO BE DEVELOPED BY THE CONTRACTOR.
- B. REFER TO SHEET CE501 FOR DETAILS
- C. SUBMIT ALTERNATE BMP'S FOR APPROVAL PRIOR TO INSTALLATION.
- D. PER THE CITY STORM WATER ADMINISTRATORS: STABILIZE BORROWED STOCKPILES AND STAGING AREAS AT THE COMPLETION OF THE PROJECT.
- E. PRIOR TO ANY SOIL GRADING ACTIVITIES, CONTRACTOR TO CALL 432-685-7517 FOR INSPECTION
- F. **PRE-APPROVED DEVELOPMENT SWPPP REQUIREMENTS:**
 - F.A. **DEVELOPERS ARE NOW REQUIRED TO CALL 432-685-7517 TO REQUEST A STORMWATER INSPECTION BEFORE GRADING LAND FOR PROJECT SITES***
 - F.B. **FOR COMMERCIAL PLANS THAT ARE IN THE PRE-APPROVAL STAGES, THE DEVELOPER, CONTRACTOR, BUILDER ETC. MUST HAVE THE FOLLOWING STORMWATER MEASURES IN PLACE, PER THE APPROVED CITY STANDARD, PRIOR TO BEGINNING ANY CONSTRUCTION. THESE MEASURES INCLUDE:**
 - F.B.A. **CONSTRUCTION SITE ENTRANCE - CITY STANDARDS CALL FOR "BULL ROCK" WITH A 6-8-INCH DIAMETER ROCK. THE TYPICAL ENTRANCE MUST BE 50 FT. LONG AND 14 FT. WIDE. (LENGTH AND WIDTH CAN BE ADJUSTED DEPENDING ON SITE SIZE)**
 - F.B.B. **INLET PROTECTION - IF THE SITE IS BORDERED BY STORMWATER INLETS, THEY MUST BE PROTECTED BY THE DEVELOPER USING SANDBAGS OR FIBER WATTLES.**
 - F.B.C. **TCEQ REQUIRES ALL DEVELOPERS IN THE CITY OF MIDLAND THAT DEVELOP SMALL SITES (1-5 ACRES CONSTRUCTION SITE); AND LARGE SITES (5 OR MORE ACRES CONSTRUCTION SITE) TO SUBMIT A SIGNED COPY OF THE NOTICE OF INTENT (NOI) OR CONSTRUCTION SITE NOTICE (CSN) TO THE CITY OF MIDLAND AT LEAST 7 DAYS PRIOR TO THE BEGINNING ANY SITE PREPARATION.**
 - F.C. **IF THERE ARE ANY QUESTIONS OR CONCERNS, PLEASE CONTACT THE CITY OF MIDLAND, STORMWATER DIVISION AT 432-685-7517.**
- G. **FINAL SITE STABILIZATION:** IN ACCORDANCE WITH PARTS III.G.1 AND III.G.2 OF THE CONSTRUCTION STORMWATER GENERAL PERMIT, STABILIZATION OF ALL DISTURBED AREAS MUST, AT A MINIMUM, BE INITIATED IMMEDIATELY (i.e. AS SOON AS PRACTICABLE, BUT NO LATER THAN THE END OF THE NEXT WORK DAY) WHENEVER ANY EARTHWORK ACTIVITIES HAVE PERMANENTLY CEASED ON ANY PORTION OF THE SITE. THE CITY WILL NOT SUPPORT A C.O. UNLESS THIS REQUIREMENT HAS BEEN FULFILLED. **CONTRACTOR BEWARE: THIS REQUIREMENT WILL BE ENFORCED WITH ZEAL**

LEGEND

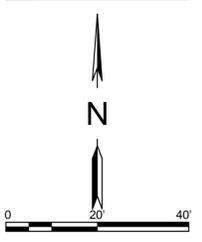
- PROPERTY LINE
- AREA AFFECTED BY PROJECT (APPROX. 1.36 ACRES)
- X- TEMPORARY 6' MINIMUM CHAINLINK CONSTRUCTION FENCE WITH SILT FENCE FABRIC - SEE DETAIL A3/CE501
- ◻ STABILIZED CONSTRUCTION ENTRANCE - SEE DETAIL 701/CE501

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**Main and Baird
 Demolition
 Site Improvements**



CLIENT
Midland County, TX
 500 North Loraine
 Midland, Texas 79701

PROJECT NO.
 40601.22

#	DATE	DESCRIPTION
-	03/01/2023	Issue for Bid

**Erosion Control
 And Fencing Plan
 CE101**



03/01/2023

Parkhill.com

**Main and Baird
Demolition
Site Improvements**

CLIENT
Midland County, TX

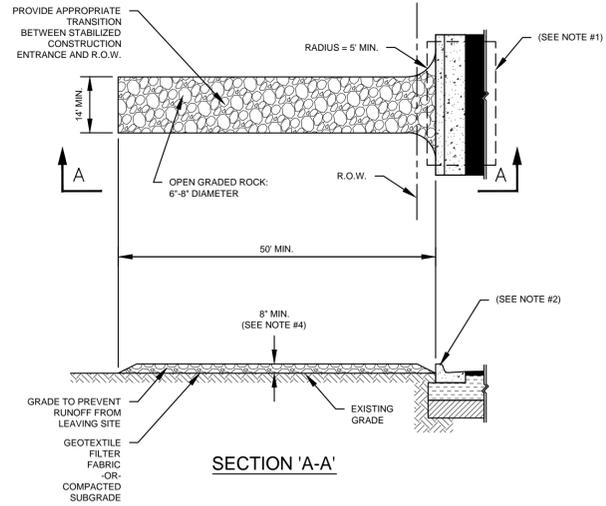
500 North Loraine
Midland, Texas 79701

PROJECT NO.
40601.22

03/01/2023 Issue for Bid
DATE DESCRIPTION

**Erosion Control
Details**

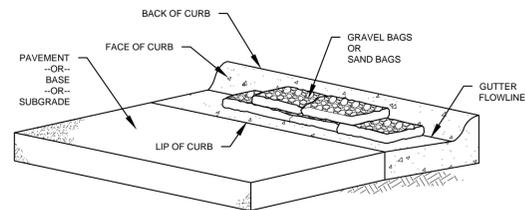
CE501



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.

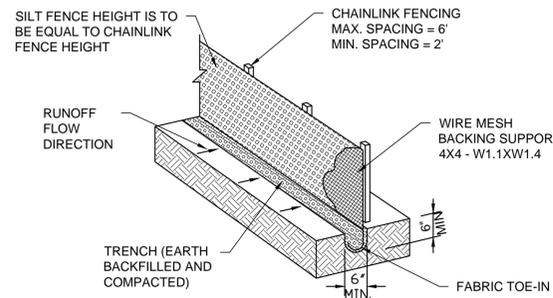
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services		STABILIZED CONSTRUCTION ENTRANCE OPTION 1
		701



NOTES:

1. FILL BAGS TO 80% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services		CURB GRAVEL OR SAND BAGS
		712



NOTES:

1. THIS DETAIL IS TO BE USED FOR SHEET FLOW CONDITIONS ONLY. DO NOT USE SILT FENCE FOR POINT FLOW OR CONCENTRATED FLOW CONDITIONS.
2. INSTALL CHAINLINK FENCING, WHICH SUPPORT THE SILT FENCE, WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE.
3. TRENCH THE TOE OF THE SILT FENCE IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE THE FENCE CANNOT BE TRENCHED IN (E.G. PAVEMENT), WEIGHT DOWN FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
4. THE TRENCH MUST BE A MINIMUM OF SIX (6) INCHES DEEP AND SIX (6) INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
5. SECURELY FASTEN SILT FENCE TO CHAINLINK FENCING INCLUDE A SIX (6) INCH DOUBLE OVERLAP, SECURELY FASTENED, WHERE ENDS OF FABRIC MEET.
6. REMOVE SILT FENCE AND CHAINLINK FENCE WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. REMOVE ACCUMULATED SILT WHEN IT REACHES A DEPTH OF SIX (6) INCHES. DISPOSE OF THE SILT ONSITE IN AN APPROVED LOCATION AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE ENGINEER.

A3 SILT FENCE
NO SCALE



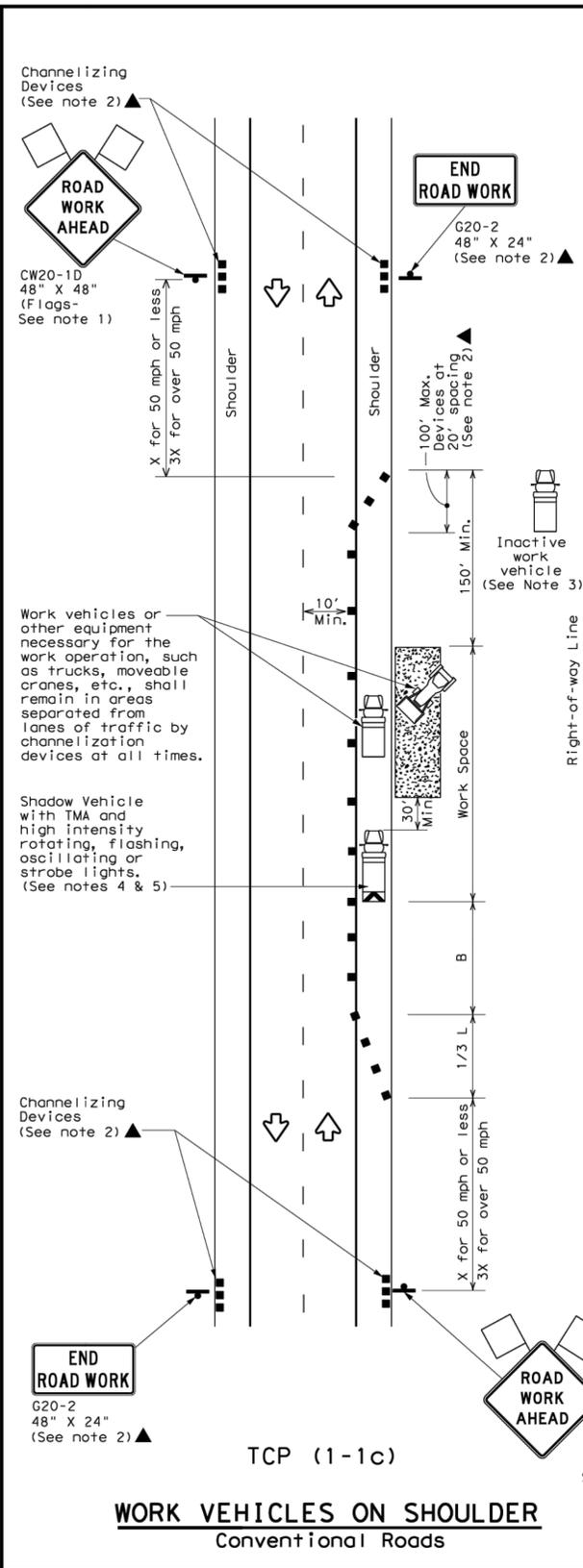
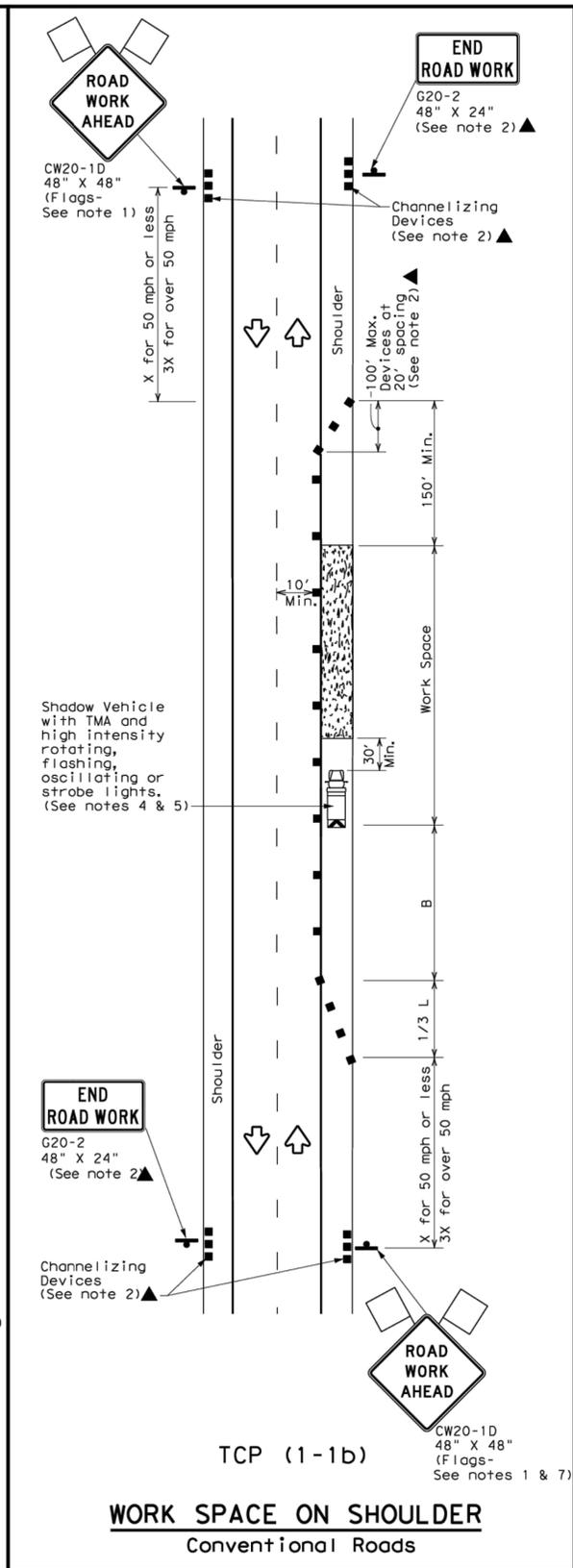
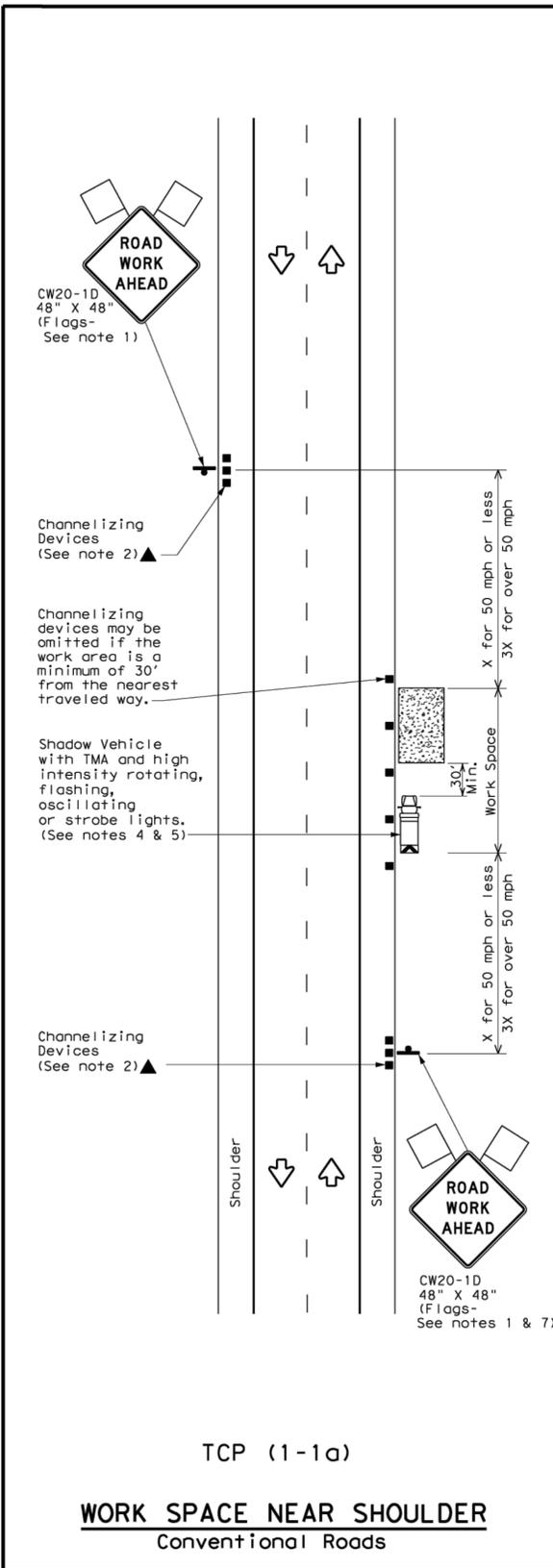
03/01/2023

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Main and Baird Demolition Site Improvements

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DATE: FILE:



LEGEND						
	Type 3 Barricade		Channelizing Devices		Truck Mounted Attenuator (TMA)	
	Heavy Work Vehicle		Portable Changeable Message Sign (PCMS)		Traffic Flow	
	Trailer Mounted Flashing Arrow Board		Flagger			
	Sign					
	Flag					

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "x" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	L = WS / 60	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L = WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70	700'	770'	840'	70'	140'	800'	475'	
75	750'	825'	900'	75'	150'	900'	540'	

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- See TCP (5-1) for shoulder work on divided highways, expressways and freeways.
- CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

TCP (1-1) - 18

FILE: tcp1-1-18.dgn	DN: December 1985	CONT: HIGHWAY	CK: JOB	DW: COUNTY	CK: SHEET NO.
REVISIONS					
2-94	4-98				
8-95	2-12				
1-97	2-18				

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CLIENT	Midland County, TX
PROJECT NO.	40601.22
DATE	03/01/2023
DESCRIPTION	Issue for Bid